

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016 – s 193 – certification of an agreement*

**Banana Shire Council**

AND

**Queensland Services, Industrial Union of Employees**

**The Australian Workers' Union of Employees, Queensland**

**Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union  
of Employees, Queensland**

**The Construction, Forestry, Mining and Energy, Industrial Union of Employees,  
Queensland**

**Plumbers and Gasfitters Employees' Union of Queensland, Union of Employees**

**Transport Workers' Union of Australia, Union of Employees (Queensland Branch)**

**The Association of Professional Engineers, Scientists and Managers Australia,  
Queensland Branch, Union of Employees**

**Queensland Nurses and Midwives Union of Employees**

*(Matter No. CB/2022/26)*

**BANANA SHIRE COUNCIL CERTIFIED AGREEMENT 2021**

**Certificate of Approval**

On 29 March 2022, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

**Name of Agreement:** **BANANA SHIRE COUNCIL CERTIFIED AGREEMENT 2021**

**Parties to the Agreement:**

- Banana Shire Council;
- Queensland Services, Industrial Union of Employees
- The Australian Workers' Union of Employees, Queensland
- Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland
- The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland

- Plumbers and Gasfitters Employees' Union of Queensland, Union of Employees
- Transport Workers' Union of Australia, Union of Employees (Queensland Branch)
- The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch, Union of Employees
- Queensland Nurses and Midwives Union of Employees

**Operative Date:** 29 March 2022

**Nominal Expiry Date:** 30 June 2024

**Previous Agreement:** *Banana Shire Council Certified Agreement 2018*

**Termination Date of  
Previous Agreement:** 29 March 2022

By the Commission

R. D. H. McLennan  
Industrial Commissioner

29 March 2022

# BANANA SHIRE COUNCIL

CERTIFIED AGREEMENT 2021

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## PART 1 PRELIMINARY

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### 1.1 TITLE

- 1.1.1 This Agreement shall be known as the Banana Shire Council Certified Agreement 2021 (hereafter referred to as the Agreement).

### 1.2 APPLICATION

- 1.2.1 This Agreement shall apply to the Banana Shire Council, its Employees and the Unions named in clause 1.3 below.

### 1.3 PARTIES BOUND

- 1.3.1 This Agreement shall be binding on the following Parties,
- a) Banana Shire Council (hereafter called Council);
  - b) The Employees of Council whose classifications appear in this Agreement or the parent Awards (herein after called the Employees); and
  - c) the following Unions:
    - I. Queensland Services, Industrial Union of Employees;
    - II. The Australian Workers' Union of Employees, Queensland;
    - III. Automotive, Metals, Engineering, Printing and Kindred Industries, Industrial Union of Employees, Queensland;
    - IV. The Construction, Forestry, Mining and Energy, Industrial Union of Employees, Queensland;
    - V. Plumbers and Gasfitters Employees' Union Queensland, Union of Employees;
    - VI. Transport Workers' Union of Australia, Union of Employees (Queensland Branch);
    - VII. The Association of Professional Engineers, Scientists and Managers Australia, Queensland Branch, Union of Employees; and
    - VIII. Queensland Nurses and Midwives Union of Employees.

### 1.4 EXEMPTION

- 1.4.1 This Agreement shall not apply to any Employee appointed to the position of Senior Officer pursuant to a written contract of employment where that contract is pursuant to clause 4.2 of Division 2 – Section 1 of the Queensland Local Government Industry (Stream A) Award – State 2017.

### 1.5 RELATIONSHIP TO PARENT AWARD

- 1.5.1 This Agreement shall be read and interpreted in conjunction with the Award listed below, provided that where there is any inconsistency between this Agreement and the following Awards, this Agreement shall take precedence to the extent of any inconsistency:
- a) The Queensland Local Government Industry (Stream A) Award – State 2017
  - b) The Queensland Local Government Industry (Stream B) Award – State 2017

c) The Queensland Local Government Industry (Stream C) Award – State 2017

1.5.2 From the date of operation of this Certified Agreement, all other Certified Agreements shall cease to have effect.

**1.6 NO EXTRA CLAIMS**

1.6.1 The Parties agree that during the nominal term of this Agreement there shall be no further, or additional claims made by any party in relation to wages or conditions covered by this Agreement.

**1.7 DATE AND PERIOD OF THE AGREEMENT**

1.7.1 This Agreement shall come into effect once certified by the Queensland Industrial Relations Commission (QIRC) and shall continue to have effect until the nominal expiry date of June 30, 2024 or until varied or terminated in accordance with the relevant legislation in place at the time.

1.7.2 Employees whose terms and conditions of employment are governed by this Agreement shall receive an increase in their wage/salary and allowances backdated to July 1, 2021.

1.7.3 Where this Agreement is not varied or terminated in accordance with the relevant legislation, it shall continue to have full effect following the nominal expiry date until it is varied or terminated.

**1.8 RENEGOTIATION**

1.8.1 The Parties undertake to provide their respective claims and commence renegotiation of a new Certified Agreement a minimum of 5 months prior to the nominal expiry date shown in clause 1.7 and aim to finalise the agreement prior to this Agreement reaching the nominal expiry date.

1.8.2 Council will commence talks in relation to either retaining the current format of one Agreement or moving to separate Agreements as prescribed in the Industrial Relations Act 2016, with all parties to this Agreement no later than 5 months prior to the nominal expiry date of this Agreement being reached.

**1.9 PURPOSE AND OBJECTIVES OF THE AGREEMENT**

1.9.1 The Parties to this Agreement recognise the importance of a viable, efficient and rewarding Local Government service to the economic development and social well-being of the Shire. This Agreement seeks to achieve benefits as a result of consultation with Employees and provides for:

- a) A framework for Council and Employees to work together towards improving productivity.
- b) Benefits to Council, Employees and the community through best practice.
- c) A consultative structure which shall ensure the change initiatives are pursued in a co-operative and collaborative manner.

1.9.2 Objectives of Agreement

1.9.2.1 This Agreement facilitates a workplace that is responsive to a changing environment. Council and Employees can then anticipate and react to pressures from the community, business and government sectors. Accordingly, it assists Council and Employees to maximise efficiency and effectiveness. This process shall include the following elements:

- a) The Parties recognise excessive workloads as a legitimate workplace health and safety issue. Council shall commit to improving workload management practices and adequate resources for Employees across the organisation to enhance effectiveness and efficiency in delivery of services.

- b) Commit to achieving continued productivity improvements and established performance indicators to ensure provision of a quality service to the community.
- c) All family friendly flexible working arrangements are to be by agreement between the Employee and Employer and shall suit the climate, work demands as well as the needs of Council and Employees.
- d) Promote a harmonious and productive work environment through ongoing cooperation and consultation.
- e) Commit to workplace best practice to ensure Council maintains a healthy, safe, sustainable and secure workforce.
- f) Promote job satisfaction by enabling Employees to gain and utilise a broad range of skills and access relevant training programmes in order that Employees can achieve these objectives.
- g) Provision of better wages, salaries and conditions to Employees and the improvement of existing allowances in exchange for improved productivity and service, leading to cost reductions and productivity improvements.
- h) The Parties are committed to a consultative process, which aims to effect any change in the organisation's culture through co-operation.
- i) Commitment to Council's corporate plan which includes the following key values:
  - i. advocacy for our people,
  - ii. effective and responsive leadership,
  - iii. integrity and mutual respect,
  - iv. honesty, equity and consistency in all aspects of Council's operations,
  - v. quality of service to our citizens,
  - vi. to work constructively together in the spirit of teamwork,
  - vii. sustainable growth and development.
- j) Every Employee shall commit to gaining a basic understanding of customer services and know certain core facts about the Shire and Council.
- k) To reduce waste and rework through compliance with Quality Assurance.
- l) Improve communication and feedback.
- m) To engender confidence in Council as a fair and equitable Employer and provide a stimulating, satisfying and participative work environment for all Employees.

## **1.10 SINGLE BARGAINING UNIT**

- 1.10.1 For the purposes of negotiating and implementing a replacement Agreement a Single Bargaining Unit (SBU) shall be established which shall consist of representatives from the Unions party to this Agreement and nominated representatives of Council.

## **1.11 COMMITMENT TO COLLECTIVE BARGAINING**

- 1.11.1 Council is committed, during the life of this Agreement and the renegotiation for a replacement Agreement to bargain collectively with the Parties to this Agreement in respect of Employees whose terms and conditions are covered by the relevant parent Awards.

## **1.12 DEFINITIONS**

- 1.12.1 Accommodation shall be referenced as serviced or non-serviced.  
Serviced accommodation will include registered facilities (including Taroom and Biloela Transit Accommodation Facilities, that does not provide a meal, however the accommodation provides cooking facilities) that provide bedding, meals and cleaning.

Non-serviced is accommodation will include

- i. Motel/Hotel/B&B booked accommodation where an invoice is issued for payment by Council and a meals and incidentals allowance is payable OR
  - ii. Camping accommodation which has been provided by Council and for which a daily allowance for both meals and incidentals is payable.
- 1.12.2 Act, unless provided elsewhere in the Agreement shall mean the Industrial Relations Act 2016 (Qld)
- 1.12.3 Award shall mean the Awards stated in clause 1.5.
- 1.12.4 Consultation shall mean where the Parties to this Agreement communicate matters of mutual interest through an open communication process and an exchange of ideas and information. To avoid doubt, on occasion consultation may not lead to agreement or endorsement of management policy or processes. Consultation must be in fact, not just appearance.
- 1.12.5 Continuous Service - For the purpose of interpreting the Redundancy Clause, Continuous Service means unbroken service with Council as a full-time or part-time Employee but shall not include service with any other Local Government Authority. Periods of Leave of absence where Council agrees to allow the Employee time off without pay, such as unpaid Personal/Carer's Leave shall not break the continuity of service, but the duration of the break shall not be counted as service
- 1.12.6 Daily hours for the purpose of all paid Leave is the actual hours an Employee would normally work.
- 1.12.7 Employer shall be Banana Shire Council.
- 1.12.8 Immediate Family shall mean:
- a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse, spouse of the same sex) of the Employee;
  - b) a child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child);
  - c) parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.
- 1.12.9 Nominated Representative shall mean a person nominated by an Employee who may be a Union representative or delegate.
- 1.12.10 Parties shall refer to the Parties identified in clause 1.3.

- 1.12.11 Productivity shall mean the efficiency with which resources are used to produce and deliver services at specified levels of quality and timeliness. Productivity gains may be in a variety of forms, which may include but not be limited to:
- a) the provision of the same level and quality of services at a lesser input;
  - b) the provision of a greater level of customer service at the same or lesser input;
  - c) the development of a capacity to provide increased services in those work units where growth is occurring; updated technology;
  - d) an agreed combination of the above.
- 1.12.12 QIRC shall mean the Queensland Industrial Relations Commission.
- 1.12.13 QES means Queensland Employment Standards.
- 1.12.14 Senior Officer: covers any of the following positions:
- a) Chief Executive Officer - a chief executive officer is a person appointed to the position as defined under the Local Government Act 2009 (Qld).
  - b) Senior Executive Employee - is an Employee of Council who reports directly to the Chief Executive Officer, or whose position ordinarily would be considered to be a senior position in the local government's corporate structure, AND who is employed under a common law contract of employment.
- 1.12.15 Supervisor means an Employee appointed with delegated authority by Council to supervise an Employee or activity.
- 1.12.16 Work location is the place where a work task is carried out. When pertaining to a place of employment, the work environment involves the physical geographical location as well as the immediate surroundings of the workplace, such as a construction site, office building or depot.

## PART 2 JOINT CONSULTATIVE COMMITTEE, DISPUTE SETTLING & EMPLOYMENT TYPES

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### 2.1 JOINT CONSULTATIVE COMMITTEE (JCC)

#### 2.1.1 Purpose of JCC

2.1.1.1 The Parties to this Agreement shall maintain a JCC. The purpose of the JCC is to act as a consultation and communication forum between Council and Employees and their respective Unions concerning workplace and industrial relations matters.

2.1.1.2 Unions, Council and Employees are committed to achieving improved and effective consultation in the workplace and agree that cooperative consultation shall provide Employees with an opportunity, through committee representatives, to participate in decision making processes. The Parties commit to the effective operation of the JCC and Council shall provide the necessary support to successfully implement its agreed terms of reference charter.

2.1.1.3 The JCC shall meet at least every three (3) months.

#### 2.1.2 Facilities

2.1.2.1 The following facilities shall be made available to the Parties involved in any JCC meeting.

- a) Wherever possible, meetings should occur in normal working time;
- b) When a meeting occurs outside normal working time, the additional time shall be treated as overtime. This includes preparation for meetings, reporting back and travelling from attendance at meetings;
- c) Reasonable access to normal Employer facilities such as word processing, photocopying, telephone, storage facilities and meeting rooms etc;
- d) Access to a room with normal office facilities shall be provided for representatives of the Parties to this Agreement to discuss workplace and/or industrial matters.

2.1.2.2 No Employee shall be disadvantaged as a result of activities conducted in accordance with this clause.

### 2.2 DISPUTE SETTLING PROCEDURE

2.2.1 Effective communication between Employees and management is a prerequisite to good industrial relations and the following procedure is set down in order that any dispute may be resolved quickly to maintain efficient and sound working relationships.

2.2.2 The objectives of the procedure are to promote the prompt resolution of grievances or disputes by consultation, co-operation and discussion to resolve any disputes promptly and efficiently.

2.2.3 Subject to legislation, while the dispute procedure is being followed normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

2.2.4 The Employee/s may request Union representation or a nominated support person at each stage of this procedure.

2.2.5 Disputes relating to industrial matters should not extend beyond seven (7) days at each Stage unless other matters may reasonably delay the timeframes to facilitate resolution of the dispute.

2.2.6 In the event of any dispute/grievance arising between Council and its Employee(s) in relation to this Agreement or any workplace matter, the following procedures shall be applied to all industrial matters within the meaning of the Act:

Stage 1:

In the first instance the Employee shall inform such Employee's immediate supervisor of the existence of the grievance / dispute and they shall attempt to resolve the grievance or dispute. Discussions should take place between the Employee and such Employee's supervisor within 24 hours and a response shall be received within three (3) business days. If no response is received within the timeframe the Employee shall be entitled to progress the grievance / dispute to Stage 2. If the grievance / dispute is with the immediate Supervisor, the Employee shall be entitled to skip Stage 1 and commence the process at Stage 2.

Stage 2:

If the grievance / dispute remains unresolved, the Employee shall refer the grievance / dispute to the next in line management ("the manager"). The manager will consult with the relevant parties. Discussions should take place between the Employee and such Employee's Manager within 48 hours and a response shall be received within three (3) business days. If no response is received within the timeframe the Employee shall be entitled to progress the grievance / dispute to Stage 3.

Stage 3:

If the grievance / dispute is still unresolved, the aggrieved Employee may escalate the matter to the Chief Executive Officer (CEO). If desired by either party the matter may also be notified to the relevant Union. This stage is not to exceed 7 days.

2.2.7 If after the above steps the matter remains unresolved, the grievance / dispute may be referred by either party to the QIRC for conciliation and if it remains unresolved either party may utilise the Commission's arbitration provisions, subject to the Commission having jurisdiction to deal with the matter. The parties agree that any arbitrated decision by the Commission will be binding on all parties to the dispute, subject to the parties' rights of appeal under the relevant legislation.

2.2.8 Council shall ensure that:

- a) the aggrieved Employee or such Employee's Union representative has the opportunity to present all aspects of the grievance / dispute; and
- b) the grievance / dispute shall be investigated in a thorough, fair and impartial manner.

2.2.9 Council may appoint another person to investigate the grievance or dispute. Council may consult with the Employee representative in appointing an investigator. The appointed person shall be other than the Employee's supervisor or manager.

2.2.10 If an Industrial matter is notified to the Union at Stage 3 in this process, the investigator shall also consult (within relevant legislative capability) with the Union during the course of the investigation. Council shall advise the Employee initiating the grievance / dispute, the Employee's Union representative and the respondent/s of the determinations made as a result of the investigation of the grievance / dispute.

- 2.2.11 The parties recognise that due to the complexity of some matters the investigation may take longer than 14 days, where this occurs or is likely to occur, Council will notify the relevant Union with an expected completion date and the reasons for the delay.
- 2.2.12 Where the grievance involves allegations of a serious nature (for example, sexual harassment, physical assault and like matters) an Employee should commence the procedure at Stage 3.
- 2.2.13 Nothing contained in this procedure shall prevent Unions or Council from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## **2.3 PROBATIONARY EMPLOYMENT**

- 2.3.1 All new Employees (other than Casual Employees, apprentices and trainees) shall be subject to a probationary period of three (3) months. Where an Employee is absent from work on permitted Leave without pay or extended sick Leave Council shall retain the option of extending the Employee's probationary period for that amount of time. For the purpose of this clause, "extended personal / carers Leave" and "permitted Leave without pay" shall be Leave taken in excess of ten (10) working days.
- 2.3.2 During the probationary period termination of employment may be effected by either party by the giving of one (1) weeks' notice or payment/forfeiture in lieu of that notice.
- 2.3.3 At the successful completion of the probationary period, or earlier if determined by Council, Employees shall become eligible for continuing permanent employment.

## **2.4 TYPES OF EMPLOYMENT**

### **2.4.1 Full Time Employees**

- 2.4.1.1 The ordinary hours of work for Employees under the Queensland Local Government Industry Award – State 2017 at Stream A, Division 2, Section 1 (excluding Supervisors of Stream B or C Employees) shall be 36.25 ordinary hours per week or 7.25 ordinary hours per day. The ordinary hours of work for Employees under Stream B and Stream C (and their Supervisors) shall be 38 ordinary hours per week or 7.6 ordinary hours per day.
- 2.4.1.2 Weekly hours may only be averaged in accordance with the relevant Awards and clause 3.9 of this Agreement.

### **2.4.2 Part Time Employees**

- 2.4.2.1 A part-time Employee will be engaged to work an agreed regular pattern of ordinary hours less than an equivalent full-time Employee and in accordance with the relevant Award.
- 2.4.2.2 The Parties agree that to enhance the productivity of Council and or the needs of Employees, the agreed pattern of hours within the spread of ordinary hours can be varied, by agreement, to take into account operational demands and requirements and/or the needs of Employees without incurring penalties.
- 2.4.2.3 Employees so employed shall be entitled to all Leave and other entitlements as prescribed by the relevant Award and this Agreement on a pro-rata basis.

### **2.4.3 Casual Employees – Stream A**

- 2.4.3.1 Casual Employees who are employed under Stream A, Division 2, Section 1 Administrative, Technical, Community Service, Supervisory, Managerial etc, is one engaged and paid as such for a

maximum of 36.25 ordinary hours per week or up to 7.25 hours per day in accordance with clause 3.1 Spread of Ordinary Hours.

- a) Except where otherwise provided, a Casual Employee is entitled to receive, on a pro-rata basis, the same pay and conditions of employment, other than Leave entitlements, to those of an equivalent full-time Employee who performs the same kind of work.
- b) For each ordinary hour worked a Casual Employee shall be paid no less than 1/36.25th of the minimum weekly rate of pay for their classification plus an all-inclusive casual loading as follows:

For all Ordinary Time Worked Between	Casual Loading on Hourly Rate
0600 and 1800, Monday to Friday	25%
1800 and 2130, Monday to Friday	31%
0600 and 1200, Saturday	31%

2.4.3.2 Each casual engagement stands alone with a minimum payment:

- a) As for 2 hours' work for a full-time student engaged as a Casual Employee in a library; and
- b) As for 3 hours' work in all other cases.
- c) In accordance with minimum engagement as outlined in this Agreement

2.4.3.3 All-time worked by a Casual Employee outside or in excess of the ordinary hours of duty prescribed in clause 2.4.1 shall be deemed overtime and be paid for at the appropriate hourly rate plus 50% on Mondays to Fridays, and plus 100% on Saturdays and Sundays.

2.4.3.4 Casual Employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Agreement.

2.4.4 All Other Casual Employees

2.4.4.1 All other Casual Employees except where otherwise provided are entitled to receive, on a pro-rata basis, the same pay and conditions of employment, other than Leave entitlements, to those of an equivalent full-time Employee who performs the same kind of work.

2.4.4.2 For each ordinary hour worked a Casual Employee shall be paid no less than 1/38th of the minimum weekly rate of pay for their classification plus a casual loading of 25% all inclusive.

2.4.4.3 Each casual engagement stands alone with a minimum payment as outlined in the relevant Award.

2.4.4.4 Casual Employees shall be entitled to receive overtime, weekend penalties and public holiday penalty payments in accordance with the terms of this Agreement.

2.4.5 Casual Conversion

2.4.5.1 A Casual Employee shall, at the completion of six (6) months' service, have a right to elect to have their employment converted to full-time or part-time employment if it could be reasonably expected that their employment is to continue.

2.4.5.2 A Casual Employee who elects to convert to full-time or part-time employment shall be employed as either a full-time or part-time Employee according to the pattern of ordinary hours worked in the preceding six months period or as otherwise mutually agreed in writing.

2.4.5.3 Where a Casual Employee pursuant to clause 2.4.5.1 does not elect to convert to permanent employment, the Casual Employee shall, if they continue to be engaged on a regular and systematic

basis and if it could be reasonably expected that their employment is to continue, shall be reminded of their right to elect to convert to permanent employment every 6 months following the initial 6 months service.

#### 2.4.6 Maximum-Term

2.4.6.1 The Parties recognise that Council may at various times employ Employees on a Maximum-Term basis. This requirement would come about under the following circumstances:

- a) Where the position is only required for a set time;
- b) Where the position is only required for the life of a project;
- c) Where the position is only created for the life of a set amount of funding (e.g. some government services).
- d) To backfill extended absences which may be variable in length.

2.4.6.2 Maximum-Term Employee shall mean an Employee who is engaged as such to work for a specific task or period of time. A Maximum-Term Employee shall for all intents and purposes receive the same benefits under this Agreement as would a permanent Employee, provided that accruals of any benefits are calculated on a pro-rata basis in relation to ordinary hours worked.

2.4.6.3 Maximum-Term Employees may be required to work up to an average of 38 or 36.25 ordinary hours per week, whichever the case may be, plus any overtime hours as mutually agreed between Council and the Employee. By agreement, the contracted hours may be varied to suit the needs of Council and the Employee. Where this occurs, the variation shall be recorded in writing.

2.4.6.4 Where it is necessary to terminate the employment of a Maximum-Term Employee for misconduct, poor performance or incapacity to perform work prior to their agreed tenure being completed, the Maximum-Term Employee, shall be provided with the same notice as that of a permanent Employee. However, where the Maximum-Term Employee is dismissed from their employment, other than for misconduct, poor performance or incapacity to perform work, Council will be required to pay the balance of the employment term, or six (6) months payment, whichever is the lesser amount. In addition, Council retains the right to assign the Maximum-Term Employee to other duties required to be carried out, under the same terms and conditions of employment.

2.4.6.5 Weekly hours may only be averaged in accordance with the relevant Awards and clause 3.9 of this Agreement.

#### 2.4.7 Secondment of Permanent Employee to Maximum Term Position

2.4.7.1 Where a permanent Employee accepts a secondment to a maximum term position, that Employee shall maintain their permanent employment status and shall return to their former role. However, where the Employee's former position is no longer available the Employee shall have the right to return to another position at the same level, remuneration and status of their former role.

#### 2.4.8 Apprentices & Trainees

2.4.8.1 The Parties to this Agreement recognise the importance of employing Apprentices and Trainees directly to ensure proper skills and development of the trade or discipline. Council agrees that Apprentices and Trainees shall be entitled to all terms and conditions of this Agreement, and their weekly ordinary wage rate of pay shall be calculated in accordance with the salary scales at Schedule 1 of this Agreement.

2.4.8.2 Apprentices attending technical colleges, schools, registered training organisations or TAFE for the purposes of off the job training, required under the apprenticeship, shall have all fees paid by Council.

Apprentices attending technical colleges, schools, registered training organisations or TAFE shall continue to be paid as per their rate of pay in this Agreement and shall not be disadvantaged. Existing permanent Employees who undertake an adult apprenticeship shall continue to be paid the ordinary rate applicable to their former role until the relevant apprenticeship rate is greater.

- 2.4.8.3 In addition to the above clauses all Apprentices and Trainees shall have their terms and conditions of employment regulated by the relevant State legislation, as amended.

## **PART 3      WORK HOURS, PENALTY RATES, FLEXIBILITY, ACCRUED DAYS OFF, TOIL & CALL-OUT**

---

### **3.1      WORK HOURS**

#### **3.1.1      Spread of Ordinary Hours**

- 3.1.1.1      The spread of ordinary hours shall be six (6) a.m. to six (6) p.m. Monday to Friday. The maximum number of ordinary hours each day as determined by clause 2.4 shall not be exceeded without overtime rates applying as required by the relevant Award.
- 3.1.1.2      Provided that where agreement is reached between Council and individual Employees or teams, the above spread of hours may be adjusted. Where this occurs, details shall be recorded in writing, signed by both parties and maintained on the Employee's personnel file.
- 3.1.1.3      Where business needs dictate, and the request is reasonable, Employees may be required to work outside the spread of hours at the relevant overtime or penalty rate. Where agreement cannot be reached the matter shall be progressed by using the Dispute Settling Procedure at clause 2.2 of this Agreement.

### **3.2      MEAL BREAKS**

- 3.2.1      Employees shall be entitled to an unpaid meal break in accordance with the relevant Award.
- 3.2.2      Part-Time Employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Part-time Employees may elect, with the permission of Council, to take the meal break between the 4th and 6th hour after the ordinary starting time each day, at a time convenient to maintain continuity of work.
- 3.2.3      Notwithstanding clause 3.2.2 established practices shall be respected and continued by agreement.

### **3.3      CALL-OUT**

#### **3.3.1      General Call-Out**

- 3.3.1.1      An Employee recalled to work overtime after leaving Council's workplace, whether notified before or after leaving the workplace, shall be paid for a minimum of four (4) hours' work at the rate of time and a half for the first three hours and double time thereafter or applicable overtime rate whichever is the greater.
- 3.3.1.2      If the Employee is recalled on more than one (1) occasion between the termination of their ordinary hours on one day and the commencement of their ordinary hours on the next working day they are entitled to the four (4) hour minimum overtime payment for each callout.
- 3.3.1.3      Except in the case of unforeseen circumstances arising, an Employee shall not be required to work the full four (4) hours if the job they were recalled to perform is completed within a shorter period. Overtime worked in the above circumstances shall be regarded as overtime for the purposes of the Fatigue Leave/Rest Period clause in the relevant Award.

#### **3.3.2      Remote Call-Out**

- 3.3.2.1      An Employee recalled to work overtime after leaving Council's enterprise, whether notified before or after leaving the enterprise and the Employee manages all aspects of the call-out without leaving their premises, they shall be paid for a minimum of four (4) hours' work at the rate of time and a half

for the first three (3) hours and double time thereafter, or applicable overtime rate whichever is the greater.

3.3.2.2 If the Employee is called-out on more than one (1) occasion during the night and the Employee manages all aspects of the call-out without leaving their premises they shall not receive any further remuneration than the initial call-out amount stated in clause 3.3.2.1.

### 3.3.3 Short Term Remote Call-out

3.3.3.1 Remote call-outs performed in accordance with requirements in clause 3.3.2, taking less than 15 minutes, shall be deemed a Short-Term Remote Call-Out and paid at the rate of one (1) hour at the applicable overtime rate per call-out.

3.3.3.2 If the Employee actions a Short-Term Remote Call-Out on more than one (1) occasion and the Employee manages all aspects of the call-out without leaving their premises or the place where the Employee is when the remote call-out is received, they shall be paid an additional one (1) hours pay at the relevant overtime rate for each remote call-out.

3.3.3.3 All other remote call-outs taking longer than 15 minutes shall be paid as a Remote Call-Out in accordance with clause 3.3.2.

## 3.4 ACCRUED DAYS OFF

3.4.1 Full-time and Maximum-Term Employees (who are employed to work either a 38 hour or 36.25-hour week) shall work a nine (9) day fortnight. However, depending on operational requirements a different work cycle may be agreed upon by the relevant parties.

3.4.2 The work cycle shall provide an Accrued Day Off (ADO) each fortnight. The Parties agree that the principle behind ADO's is that the ADO shall be taken when due. Banking of any ADO's shall be by prior written arrangements with Council and shall be as follows:

- a) Where Council requests and the Employee agrees to work their ADO, the worked ADO shall be paid at the appropriate penalty rate and a replacement ADO shall be provided. Such agreement by the Employee to work their ADO shall not be unreasonably withheld.
- b) Where an Employee agrees to attend training on their ADO, they shall be paid at their ordinary rates of pay to a maximum of 7.6 or 7.25 whichever the case may be, and the ADO rescheduled to another day that suits both parties. Such agreement by the Employee to attend training on their ADO shall not be unreasonably withheld.
- c) Where possible Council shall provide all relevant training during ordinary working hours.
- d) Where an Employee requests to bank their ADO and take it at a later date, no penalty rates shall apply to ordinary hours worked.
- e) Employees may elect to bank up to a maximum of six (6) ADO's of which three (3) may be kept and taken within the Christmas closedown period.
- f) By prior agreement, in exceptional circumstances, an Employee is able to request to bank in excess of six (6) ADO's. Such agreement by Council to allow the Employee to bank in excess of six (6) ADO's shall not be unreasonably withheld.
- g) Accrued ADO's shall be used prior to taking of Annual Leave or Long Service Leave.
- h) Nothing in this clause shall preclude the parties agreeing to a different work cycle, depending on operational circumstances.

### **3.5 MAJOR PROJECTS**

- 3.5.1 For major works/projects, a spread of times and days to be worked shall be by agreement between the affected Employees and Council to give flexibility to the workforce. This flexibility is not to be unreasonably withheld.
- 3.5.2 In these circumstances, ordinary hours may be spread over seven (7) days. The parties also agree to consider, for example:
- a) Arranging working days over an extended period by changing the scope of hours to accommodate peaks and troughs in workloads or climatic weather patterns.
  - b) Extended days in the dry season and shorter days or maintenance work in the wet season.

### **3.6 PENALTY RATES**

#### **3.6.1 Weekend Ordinary Hours**

Where an Employee works their ordinary hours on either a Saturday or Sunday the Employee shall be paid the following penalty rates:

- a) Ordinary hours worked Saturday shall attract a penalty rate of time and a half for the first three (3) hours and double time thereafter.
- b) Ordinary hours worked on a Sunday shall be paid at double time for all hours worked.

#### **3.6.2 Nursing Services**

Where an Employee employed under Division 2, Section 3 (Nursing Services) of the Stream C Award works their ordinary hours on either a Saturday or Sunday the Employee shall be paid the following penalty rates:

- a) All ordinary time worked by an Employee (other than a Level 4 or Level 5 Registered Nurse) between midnight Friday and midnight Saturday shall be paid at the rate of time and one-half.
- b) All ordinary time worked by an Employee between midnight Saturday and midnight Sunday shall be paid at the rate of time and three-quarters.
- c) Level 4 and 5 Registered Nurses will be paid applicable penalty rates.

#### **3.6.3 Public Holidays**

When an Employee is required to work on a public holiday as part of their ordinary hours, they shall be paid as per the applicable Award.

### **3.7 OVERTIME**

#### **3.7.1 General Provisions**

- 3.7.1.1 Subject to clause 3.7.1.3, an Employer may require an Employee to work reasonable overtime at overtime rates.
- 3.7.1.2 For the purpose of this clause, "authorised overtime" shall be overtime authorised by the relevant Department Manager.

3.7.1.3 An Employee may refuse to work in circumstances where the working of such overtime would result in the Employee working hours which are unreasonable having regard to:

- a) Any risk to the Employee's health and safety;
- b) The Employee's personal circumstances including any family responsibilities;
- c) The needs of the workplace or enterprise;
- d) The notice (if any) given by Council of the overtime and by the Employee of their intention to refuse it; and
- e) Any other relevant matter.

3.7.2 Transportation Back to Home Depot/Office

Upon completion of a full shift, Employee's transportation back to the home depot/office shall be paid at the applicable overtime rates.

### **3.8 TIME OFF IN LIEU OF OVERTIME (TOIL)**

3.8.1 Employees other than Nursing Staff

3.8.1.1 Overtime can only be worked with the prior approval of Council. Any overtime worked by Employees (other than Employees employed under Division 2, Section 3 Nursing Services of the Stream C Award) covered by this Agreement shall be paid at the appropriate rate as stated in the relevant parent Award.

3.8.1.2 Provided, however, where the Employee elects to take time off in lieu of such overtime and Council agrees, the Employee shall be allowed time off duty equivalent to the number of actual hours worked. Such time off shall be on a one for one basis, paid at the ordinary time and may be taken at any time subject to the following conditions:

3.8.2 Employees may accrue a maximum of 26 hours TOIL.

- a) On a case by case basis and by agreement in writing with Council, an Employee may be able to accrue and/or maintain more than 26 hours.
- b) Operational needs are to be considered when time off is granted. Employees time off shall only be approved when it doesn't impose on operational demands.
- c) Prior approval of Council has been obtained. Where four (4) or more TOIL hours are to be taken such requests must be submitted to Council with at least 24 hours' notice. If the required notice is not given the approval for the Leave may not be granted by Council.
- d) In the case of an emergency an Employee may contact their Supervisor and arrange to take this time off without 24 hours' notice.

3.8.2.1 Where the Employee accrues more than 26 hours of TOIL, such TOIL may be paid out and shall be paid at the appropriate overtime rate.

3.8.2.2 Accrued TOIL may be paid out if requested. Accrued TOIL shall be used prior to taking of Annual Leave or Long Service Leave.

3.8.3 Nursing Services

3.8.3.1 In addition to the above, an Employee employed under Division 2, Section 3 Nursing Services of the Stream C Award shall be compensated for working overtime in lieu of payment at the following rate:

- a) The first three (3) hours of overtime in any one fortnight may be taken as TOIL at the rate of time for time.
- b) Any period in excess of three (3) hours overtime in any one fortnight may be taken as TOIL at a rate equivalent to the prescribed overtime penalty.
- c) Should overtime in excess of three (3) hours be consecutively worked on any one engagement, such overtime in excess of three (3) hours may be taken as TOIL or paid at the rate of double time.

## **3.9 FLEXIBLE WORKING ARRANGEMENTS AND PRACTICES**

### **3.9.1 Flexible Working Arrangements Principles**

Important principles behind the flexible working arrangements are:

- a) Such arrangements meet operational requirements.
- b) Where arrangements affect more than one Employee, agreement has been obtained from a two-thirds (2/3) majority of the affected Employees. However, in special circumstances a substitute Employee(s) may be utilised from similar workplaces.
- c) All Employees whose employment is or will be affected by the arrangement have been consulted and provided at least 14 days' notice prior to seeking agreement. A copy of any arrangements made pursuant to this clause must be provided to the Employee and relevant Union/s.
- d) The terms of the new work arrangement shall be kept in writing, have been signed by the Council and the Employee/s, and a copy provided to the impacted Employee/s;
- e) No disadvantages are to be realised by Employees as a result of the varied work arrangements. Where significant workplace change occurs any existing workplace arrangements will be reviewed.

### **3.9.2 Arrangements**

3.9.2.1 The Parties are committed to providing for more flexible working arrangements, enhancing the productivity of Council, improving the quality of working life, enhancing skills and job satisfaction and assisting positively in the operation of Council.

3.9.2.2 The Parties agree that there is a need to address workplace efficiencies and effectiveness and agree to investigate further flexible working arrangements and continue existing arrangements, provided the increased flexibility contributes to greater productivity, for example, Transition to Retirement processes.

3.9.2.3 Acceptance in principle that changed structures may be more suitable for the needs of Employer, reflecting the different skill/competency levels of the tasks to be performed and which shall incorporate the ability for an Employee to perform a wider range and/or variation of duties where appropriate.

- a) Council shall keep Employees informed and shall consult with affected Employees and Unions of any proposed changes to the organisational structure of Council, introduction of new technology or other matters that may have a significant impact on work practices.

Council shall give prompt consideration to matters raised by the Employees/Unions following consultation.

- b) Creating opportunities for Employees which allows advancement based on skill, qualification, competency acquisition, use of such skills, qualifications, competency and the requirement to perform functions.
- c) Council may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training provided that such duties are not designed to promote de-skilling.
- d) Council may direct an Employee to carry out such duties and use such tools and equipment as may be required provided that the Employee has been properly trained (competent) in the use of such tools and equipment.
- e) It is agreed that proper consultation and communication provides a major contribution to efficient, flexible and productive Employee and Employer practices.

### **3.10 SUPERVISING OTHER STAFF**

All Employees who are employed under Division 2, Section 1 of the Stream A Award and who supervise other Award staff in various Streams and Divisions, are, if required to work 38 hours, to be paid for the 38 hours per week worked, at the hourly rate calculated for 36.25 hours per week. All hours worked in excess of the 38 hours per week shall be paid at the appropriate penalty rate based on the hourly rate calculated on the 36.25 per week.

## PART 4 REMUNERATION

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### 4.1 REMUNERATION & BENEFITS

#### 4.1.1 Wage Schedule

- 4.1.1.1 Employees whose conditions of employment are governed by this Agreement shall receive the remuneration as detailed in Schedule 1 of this Agreement. Nothing in this Agreement shall be read as restricting Council from offering, or from restricting the Employee from accepting an hourly rate of pay higher than that shown in the remuneration Schedule. Where this occurs, the higher rate of pay shall be used for all purposes, such as Annual Leave, Personal/Carer's Leave and any other authorised paid Leave.

Where a review of existing positions identifies other classifications in relevant Awards not currently listed in Schedule 1, appropriate remuneration and wage rates shall be determined through mutual Agreement with the relevant parties to this Agreement.

#### 4.1.2 Salary/Wage Increase

- 4.1.2.1 Wage/Salary increase under this Agreement is effective from the first full pay period following July 1, 2021 and will apply for each separate year of the Agreement, until the nominated expiry date of the Agreement is reached.
- a) A flat rate of \$72.00 per fortnight
  - b) For the second year of this agreement, the previous flat rate (as in 4.1.2.1a) indexed by the State Wage Case percentage of the flat rate will be applied per fortnight.
  - c) For the third year of this agreement, the second year flat rate (as in 4.1.2b) indexed by the State Wage Case percentage will be applied per fortnight.
  - d) For part-time, maximum-term and casual employees, the above increases per fortnight will be applied on a pro-rata basis to that of a full-time employee in relation to the ordinary hours worked."

### 4.2 HIGHER DUTIES

- 4.2.1 All Employees who are directed to perform higher duties shall be paid at the higher rate for the actual hours worked. If an Employee works more than four (4) hours at a higher level on any one day, then they shall be paid for the whole shift at the higher rate of pay.
- 4.2.2 All staff performing higher duties as traffic controllers will be paid a minimum level 5.

### 4.3 WORKERS COMPENSATION

#### 4.3.1 Entitlements

- 4.3.1.1 All Employees who are injured at work shall receive their full entitlements under this Agreement for the entire period they are absent on workers compensation. Entitlements that shall continue to accrue include, but are not limited to:
- a) Long Service Leave.
  - b) Annual Leave.
  - c) Superannuation Payments.

d) Personal/Carer's Leave.

4.3.2 Payment

- 4.3.2.1 Taking the Employee's weekly wages for the three (3) months prior to the injury and averaging these wages to devise a standard rate. The difference between payment by Local Government Workcare and this calculated rate shall be the amount to be paid by Council to the injured Employee. The amount debited against the Employee's sick Leave accrual shall be on the basis of hours debited additional payment divided by the Employee's ordinary hourly rate of pay.

**4.4 SALARY SACRIFICE**

- 4.4.1 Council provides Employees with salary sacrifice opportunities to maximise their remuneration benefits where no additional unreasonable expenses are incurred by Council. The provision of such opportunities shall be subject to any legal limitations imposed by Federal and State legislation; however, Employees will be facilitated to access all allowable salary sacrifice and salary packaging options. Employees will be advised of these options at induction.
- 4.4.2 Any Fringe Benefit Tax attracted by the salary sacrifice shall be paid by the Employee and shall not result in an increase to the total remuneration package. Any net savings to Council in costs will be passed on to the individual Employee.
- 4.4.3 Notwithstanding anything contained in this clause, the Employee's full pay will be used as the basis for calculation of all other entitlements and deductions that derive from the pay rate. Such matters include but are not limited to:
- a) Termination payments, superannuation and all Leave;
  - b) Calculation of redundancy benefits;
  - c) Calculation of overtime and shift payments.
- 4.4.4 Other than facilitating the salary sacrifice arrangements, Council shall not be responsible for any other aspects of salary sacrifice which would include, but not be limited to, any loss, fines or fees or other costs sustained by the Employee. Accordingly, Council recommends Employees take financial advice from a qualified financial planner prior to entering into any such arrangements.
- 4.4.5 Available salary sacrifice providers and benefits will be reviewed within 12 months of certification of this Agreement.

**4.5 ALLOWANCES**

- 4.5.1 The following allowances shall be increased by 2.5%, commencing from the first full-pay period following July 1, 2021, and will increase by that amount for each year of the Agreement, until the nominated expiry date of the Agreement is reached. See Schedule 2 of the Agreement for the EB allowances.
- 4.5.2 Schedule 3 is provided for information purposes only and is not subject to any increase under this Agreement. Schedule 3 allowance increases will be subject to the stated increase in the relevant Award and take effect from the date stated in the relevant Award.
- 4.5.3 Accommodation Allowance

Where for the performance of work it is necessary for an Employee to live in a non-serviced accommodation facility, as defined in clause 1.12 of this Agreement, provided by Council either because there are no reasonable transport facilities to enable such Employee to travel to and from

home each day or because such Employee is directed to live in such a non-serviced accommodation facility, shall be paid as stated in Schedule 2 of this Agreement.

4.5.4 Further where an Employee is required to reside in non-serviced accommodation but chooses to travel home by their own means of transport and in their own time, they shall be compensated for such travel at the rate stated in Schedule 2 of this Agreement.

4.5.5 On-Call Allowance

a) Employees who are employed under Division 2, Section 1 of the Stream A Award who are required by Council to be on call for emergency work shall be paid as stated in Schedule 2 of this Agreement for each day, Monday to Sunday.

b) All other Employees who are required by Council to be On-Call for emergency work shall be paid a standby allowance as stated in Schedule 2 of this Agreement.

4.5.6 On-call Allowance Public Holiday

An Employee, who is required to remain on call on any public holiday, they shall have the choice to be either paid for such public holiday (in the next applicable pay period) a sum equal to their pay for a normal working day or to have the day added to their Annual Leave.

4.5.7 Overtime Meal Allowances

Shall be paid as stated in Schedule 2 of this Agreement.

4.5.8 First Aid Allowance

Shall be paid as stated in Schedule 2 of this Agreement shall be paid to the nominated First Aid Officer.

4.5.9 Safety Representative Allowance

Shall be paid as stated in Schedule 2 of this Agreement to the nominated Safety Representative. Safety Representatives shall be provided with the appropriate training.

4.5.10 Synthetic Oil Fluids and Coolants Allowance

Suitably qualified and accredited mechanics/fitters, trades assistants and apprentices who in their day to day duties are exposed to synthetic oil fluids and coolants in the maintenance and repair of power steering units, braking systems, automatic transmissions, air conditioning units shall be paid as stated in Schedule 2 of this Agreement.

4.5.11 Working on Pumps/Machinery Involved with Sewerage Allowance

Employees who in their day to day duties have to engage in any work with the disassembly/repair work of any pump or other equipment that brings them in contact with live sewerage shall be paid as stated in Schedule 2 of this Agreement whilst working on such equipment.

4.5.12 Repair of Unclean Vehicles Allowance

Employees covered by Division 2, Section 2 of the Stream C Award who are employed on the repair of the bodies of vehicles used as sanitary or rubbish vehicles or vehicles used to transport tar and bitumen where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced, shall be paid as stated in Schedule 2 of this Agreement.

4.5.13 Cleaning Toilets Allowance

An Employee required to clean toilets, other than merely by hosing them down, shall be paid as stated in Schedule 2 of this Agreement whilst carrying out such duties.

4.5.14 Rubbish/Sanitary Allowance

Employees who are required to clean the designated wash-down bays and/or rubbish/sanitary vehicle shall be paid as stated in Schedule 2 of this Agreement.

4.5.15 Construction Workers Allowance (as defined in the relevant Award)

All outside Employees, including Stream A Supervisory staff who are subject to the same disabilities, shall be paid as stated in Schedule 2 of this Agreement, provided that this allowance shall not apply whilst receiving the Working on Pumps/Machinery Involved with Sewerage Allowance.

4.5.16 Incidental Allowance

Employees, whilst working away from their usual place of work and are required to stay overnight shall be paid an incidental allowance as stated in Schedule 2 of this Agreement.

4.5.17 Working in the Rain Allowance

If an Employee is directed to work in the rain they shall be paid as stated in Schedule 2 of this Agreement until the clothing, including boots, dries or they are able to change into dry clothing, whichever is earlier.

4.5.18 Tar Allowance

Where an Employer is unable to provide appropriate protective clothing for Employees working directly with tar, the Employee shall receive a laundry allowance as stated in Schedule 2 of this Agreement.

**4.6 CLOTHING/UNIFORM ALLOCATION**

4.6.1 Council will provide all Employees with suitable uniforms, clothing and safety equipment equivalent to meet their rostered requirement.

4.6.2 Outdoor Employees' uniform, clothing and safety items will be replaced on a fair wear and tear basis.

**4.7 GENERAL TRAVEL/ACCOMMODATION**

4.7.1 This clause shall not apply where sub-clause 3.7.2 Transportation Back to Home Depot/Office has effect.

4.7.2 Where an Employee is required to travel to attend to Council's business at the direction of Council, Council shall cover all reasonable costs associated with the travel and accommodation.

4.7.3 An Employee directed by Council to travel shall not suffer any loss of pay for the time away on Council's business.

4.7.4 An Employee required to travel in relation to this clause, 4.7 outside the prescribed ordinary hours of work shall be paid for such travelling time at ordinary rates, provided that such payment shall not exceed the ordinary hours on any day. However, where an Employee attends a function/event which is approved by Council, but not essential to the Employee's role, and travel to the function/event requires the Employee to travel outside of normal working hours, such travel shall not attract any payment for travel time.

#### **4.8 OVERPAYMENT OF WAGES**

4.8.1 Council may recover an amount paid to an Employee that the Employee is not entitled to where:

- a) There has been an unauthorised absence from work.
- b) An error is made by Council in processing a wages payment

4.8.2 Provided the process of such recovery of overpaid wages in a) and b) must commence within 12-month of the date of the overpayment.

4.8.3 Where practical an Employee may agree to a suitable repayment arrangement with Council. The arrangement to recover this overpayment shall be in writing and agreed to by the Employee affected and Council.

4.8.4 The Employee may agree at any time to repay in full the overpaid amount, thereby eliminating the necessity of Council to pursue, or continue to pursue recovery of overpaid wages under this clause.

4.8.5 Where repayment is mutually agreed, full restitution of overpaid wages by the Employee shall be made within a 12-month period, except in exceptional circumstances. Provided that any agreed recovery schedule shall not cause financial hardship for the Employee. Any arrangement to repay must be agreed to by both parties and shall be in writing.

#### **4.9 MEAL REIMBURSEMENT**

4.9.1 Where employees are staying overnight, for training or other work purposes, and are not provided a relevant meal they are entitled to the reimbursement of costs for a fair and reasonable meal/s in addition to incidental allowances.

The maximum value for reimbursement of three consecutive meals over any 24 hour period is \$95. The sum of the relevant individual meal reimbursement values will apply or part thereof. Should only some meals apply, the following reimbursement values may be combined:

Breakfast \$25  
Lunch \$20  
Dinner \$50

In all cases employees are required to keep receipts and Council will reimburse to the full amount up to the maximum amounts as specified above.

Where the employee holds a Council credit card they are entitled to charge the meal to the credit card. However, if the value of the meal/s exceeds the maximum reimbursable amount as described above then it is expected that the employee will pay back Council the difference.

## PART 5 LEAVE ARRANGEMENTS

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### 5.1 ANNUAL LEAVE

- 5.1.1 All Employees (other than casuals) shall be entitled to Annual Leave as per the Award provisions with 17.5% loading. Annual Leave shall be taken at times mutually agreed between the Employee and Council. Employees shall be permitted to take Annual Leave at any time during the year by arrangement with Council.
- 5.1.2 Annual Leave due shall be taken within 2 years of the due date unless Council approves accrual beyond 2 years.

### 5.2 PERSONAL/CARER'S LEAVE

#### 5.2.1 Exemption

##### 5.2.1.1 This sub-clause does not apply to:

- a) Casual Employees; or
- b) School-based apprentices or school-based trainees.

#### 5.2.2 Entitlement to Personal/Carer's Leave

##### 5.2.2.1 A full-time Employee will accrue 15 days Personal/Carer's Leave per annum. Part-time Employees and fixed-term Employees shall accrue pro-rata Personal/Carer's Leave contingent on the Employee's ordinary hours of work.

##### 5.2.2.2 An Employee's entitlement to paid Personal/Carer's Leave accumulates:

- a) Progressively during a year of employment according to the Employee's ordinary hours of work; and
- b) From year to year.

##### 5.2.2.3 Personal/Carer's Leave may be taken for part of a day.

#### 5.2.3 Requirement for Employee to Give Notice.

##### 5.2.3.1 An Employee's entitlement under this clause is conditional on:

- a) The Employee promptly notifying Council of:
  - i. any legitimate need to be absent from work; and
  - ii. the approximate period for which the Employee will be absent; and
  - iii. notification is to be provided to the Employee's supervisor by either phone, text message or email.
- b) If the Employee is absent for more than 2 days:
  - i. the Employee giving Council a medical certificate outlining the approximate period for which the Employee will be absent; or

- ii. the Employee giving Council other evidence of the illness to Council's satisfaction (e.g. Statutory Declaration).

#### 5.2.4 Use of Personal/Carers Leave to Attend to a Medical Appointment

- 5.2.4.1 Where an Employee is required to attend a Medical Practitioner or other registered Health Professional the Employee may use part of their accrued Personal/Carer's Leave for time spent attending, travelling to and from the Medical Practitioner or other registered Health Professional.

#### 5.2.5 Carer's Leave Entitlement - Employees Other than Casual Employees

- 5.2.5.1 An Employee may take part or all their accrued Personal/Carer's Leave on full pay to provide care or support to a person who is a member of the Employee's immediate family or household:

- a) When the person is ill; or
- b) Because an unexpected emergency arises in relation to the person; or
- c) A person who has experienced domestic or family violence.

- 5.2.5.2 If the Employee has exhausted the entitlement under clause 5.2.5.1, the Employee may take up to an additional 2 days unpaid carer's Leave each time the Employee needs to take the Leave.

- 5.2.5.3 The Employee may take additional unpaid Carer's Leave with Council's agreement and Carer's Leave may be taken for part of a day.

Notification is to be provided to the Employee's supervisor by either phone, text message or email.

#### 5.2.6 Use of Carer's Leave to Travel and Care to Medical Appointment

- 5.2.6.1 An Employee who is accompanying an immediate family member or household member to a medical appointment shall be able to use part of their accrued Personal/Carer's Leave for time spent attending, travelling to and from the Medical Practitioner or other registered Health Professional.

#### 5.2.7 Carers' Leave - Casual Employees

- 5.2.7.1 Casual Employees may access unpaid Carer's Leave as provided for in the relevant Award.

#### 5.2.8 Employee to Provide Evidence to Employer

- 5.2.8.1 If an Employee takes carer's Leave to care for or support a person who is ill for more than 2 consecutive days, the Employee must, if required by Council, give Council a medical certificate or statutory declaration evidencing that the person is ill with an illness requiring care or support by another person.

- 5.2.8.2 Employee takes carer's Leave to care for or support a person who has experienced domestic or family violence, the Employee must, if required by Council, give Council evidence mentioned in sub-clause 5.2.8.1

- 5.2.8.3 Where the request for Carer's Leave is in relation to domestic or family violence, such evidence will not be recorded on an Employee's personnel file or other Employee records.

- 5.2.8.4 The Employee must give Council:

- a) Notice of the intention to take carer's Leave; and
- b) The name of the person requiring care and the person's relationship to the Employee; and

- c) The reason for taking the Leave; and
- d) The period the Employee estimates the Employee will be absent; and
- e) If the reason for taking the Leave is because an unexpected emergency has arisen, the nature of the emergency.

5.2.8.5 The information mentioned in sub-clause 5.2.8.3, above, must be given to Council:

- a) If practicable, before the Employee takes the Leave; or
- b) Otherwise, at the first reasonable opportunity.

5.2.8.6 Council who receives evidence under this section about a person who has experienced domestic and family violence must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

5.2.9 Preservation of Personal/Carer's Leave

5.2.9.1 In addition to the above provisions, an Employee's accumulated Personal/Carer's Leave entitlements are preserved when:

- a) The Employee is absent from work on unpaid Leave granted by Council;
- b) Council or Employee terminates the Employee's employment and the Employee is re-employed within three months in the same employment status.
- c) The Employee's employment is terminated because of illness or injury and the Employee is re-employed by the same Employer without having been employed in the interim.

5.2.9.2 An Employee's Personal/Carer's Leave continues to accrue whilst absent from work on paid Leave granted by Council.

5.2.10 Proportional Payout of Personal/Carer's Leave on Cessation of Employment.

The contents of this clause shall only apply to employees whose terms and conditions of employment are covered by this Agreement and who are employed by Council on the date the Agreement is made, and all future employees. For information purposes, an Agreement is considered "made" when the majority of eligible employees vote in favour of the Agreement.

An employee who has been employed by Council for a continuous period of 3 years is entitled to be paid 20 percent of their accrued personal/carer's leave that has accrued from 1st July 2021, on the cessation of their employment for the following reasons:

- a) Resignation, which would include retirement.
- b) Redundancy.
- c) Dismissal, except for serious misconduct.
- d) Death paid to the employees estate

To avoid any doubt or confusion, the following examples have been provided below:

1. An employee who commenced with Council before 1st of July 2018 has already qualified for the payout, as they have been employed for 3 years or more.

2. An employee who commenced employment with Council after the 1st of July 2018, will be eligible for the proportional payout, 3 years from their employment anniversary date.
3. Again, to avoid confusion, the proportional payment does not apply to all of the employee's accrued personal/carer's leave, only that part of it that has accrued from 1st of July 2021

### **5.3 PAID PARENTAL LEAVE**

#### **5.3.1 Maternity Leave**

5.3.1.1 On application, Council shall pay six (6) weeks Maternity Leave at full pay or 12 weeks at half pay in addition to the existing Parental Leave conditions. Maternity Leave applies to eligible Employees who are pregnant or have given birth to a child. This shall also include adoption of a child under one (1) year of age. To be eligible for this payment, Employees must have completed two (2) years' service.

5.3.1.2 On application by an Employee on Parental Leave, Council may grant the Employee a further 52 weeks Maternity Leave, bringing the total Maternity Leave to 104 weeks. In requesting the additional 52 weeks, an eligible Employee must provide Council with a minimum of four (4) weeks' notice.

#### **5.3.2 Spousal Leave**

5.3.2.1 On application Council shall allow five (5) days Spousal Leave accessed from the Employee's Personal/Carer's Leave entitlements in addition to the QES entitlement.

#### **5.3.3 Parental Leave**

5.3.3.1 Eligible Employees must qualify for Parental Leave in accordance with the provisions of the relevant Award and the QES to gain additional access to Annual Leave and Long Service Leave as prescribed below:

- a) Employees may take all accrued Annual Leave and Long Service Leave entitlement on full pay; or
- b) Employees may nominate to take part or all their accrued Annual Leave as part of their Parental Leave based on doubling their current accrued Annual Leave days and being paid at half pay; and/or
- c) Employees eligible for Long Service Leave may nominate to take part or all of their Long Service Leave as part of their Parental Leave based on doubling their current accrued Long Service Leave days and being paid at half pay.
- d) The combination of paid Maternity Leave, Paternity Leave, Annual Leave at half-pay and Long Service Leave at half-pay together with unpaid Parental Leave shall not exceed 104 weeks in total. Part-time Employees shall have access and be paid on a pro-rata basis.

### **5.4 BEREAVEMENT LEAVE**

5.4.1 All Employees, other than Casual Employees, may be granted up to a maximum of five (5) days off work upon the death of an immediate family member as defined by sub-clause 1.12.8 of this Agreement. These five (5) days shall be comprised of two (2) days Bereavement Leave, on each occasion, plus part of the Employee's Personal/Carer's Leave entitlements to a maximum of three (3) days.

- 5.4.2 Employees may be granted up to two (2) days Leave from their Personal/Carer's Leave entitlements on each occasion where the deceased person is a relative but falls outside the definition of an immediate family member as defined by sub-clause 1.12.5 of this Agreement.
- 5.4.3 The taking of Bereavement Leave shall be subject to the production of evidence of death satisfactory to Council or the completion of a statutory declaration, if so requested. Access to Bereavement Leave in other circumstances may be available subject to the Agreement of Council.
- 5.4.4 Employees may be able to access additional Leave from the Employee's Personal/Carer's Leave entitlement where the deceased person is a relative of an immediate family member as defined by this agreement.
- 5.4.5 Where an Employee (other than a Casual Employee) or the Employee's spouse, is pregnant and the pregnancy ends other than by the birth of a living child an Employee shall be entitled to take Bereavement Leave as stated in sub-clause 5.4.1.
- 5.4.6 If the Employee (including a Casual Employee) reasonably requires extra time to travel to and from the funeral or other ceremony for the death, the Employee may access an amount of unpaid Bereavement Leave equal to the time reasonably required for the travel.
- 5.4.7 Casual Employees
- 5.4.7.1 A long term Casual Employee is entitled to at least 2 days unpaid bereavement Leave on each occasion when a member of the Casual Employee's immediate family or household dies.
- 5.4.7.2 Where a Casual Employee or the Employees spouse, is pregnant and the pregnancy ends other than by the birth of a living child the Casual Employee shall be entitled to take two (2) days unpaid Bereavement Leave.
- 5.4.8 Evidentiary Requirement – All Employees
- 5.4.8.1 The taking of Bereavement Leave and any subsequent payment may be subject to the production of evidence of death satisfactory to Council or the completion of a statutory declaration, if so requested. Access to Bereavement Leave in other circumstances may be available subject to the Agreement of Council.
- 5.5 COMPASSIONATE LEAVE**
- 5.5.1 All Employees, other than Casual Employees, are entitled to two (2) days of Compassionate Leave to be taken at once or in two (2) single day blocks for each permissible occasion when a member of the Employee's immediate family or a member of the Employee's household:
- a) Contracts or develops a personal illness that poses a serious threat to his or her life; or
  - b) Sustains a personal injury that poses a serious threat to his or her life; or
  - c) Dies.
- 5.5.2 Full-time Employees shall be entitled to access Compassionate Leave without loss of pay. Part-time and Fixed-term Temporary Employees shall be entitled to pro-rata Compassionate Leave commensurate to the Employee's roster.
- 5.5.3 Casual Employees
- 5.5.3.1 Due to the nature of the employment contract, where Casual Employees are entitled to take Compassionate Leave, they shall not receive any payment for such Leave taken.

**5.5.4 Evidentiary Requirement – All Employees**

- 5.5.4.1 The taking of Compassionate Leave and any subsequent payment may be subject to the Employee providing evidence to the satisfaction of a reasonable person that the Employee was taking Compassionate Leave because a member of the Employee's family or household's life was threatened by personal illness or personal injury.

**5.6 LONG SERVICE LEAVE**

- 5.6.1 All full-time Employees shall accrue Long Service Leave entitlements at the rate of 1.3 weeks for each year of continuous service. Part-time and Casual Employees shall be entitled to Long Service Leave on a pro-rata basis in relation to the ordinary hours worked.
- 5.6.2 Long Service Leave may be taken, or the Employee shall be paid out on resignation or termination on a pro-rata basis on completion of five (5) or more years' continuous service with Local Government in Queensland. Long Service Leave may be taken in minimum lots of ten (10) working days at one time or a lesser time as agreed by Council.
- 5.6.3 Where an Employee has accrued in excess of 19.5 weeks of Long Service Leave the Employee may be required to participate in a leave reduction scheme. Such scheme shall require the Employee to reduce their accrued bank of Long Service Leave over an agreed period, back to the 19.5 week Leave cap.
- 5.6.4 An Employee and Employer may agree when the Employee will take Long Service Leave. If the Employee and Employer cannot agree, Council may:
- a) decide when the Employee will take Long Service Leave; and
  - b) give the Employee at least 3 months written notice of the date on which the Employee must take at least 4 weeks Long Service Leave.

**5.7 RESERVE SERVICES LEAVE**

**5.7.1 Armed Services**

- 5.7.1.1 Unpaid Leave may be granted to an Employee to attend camps, courses or schools of the Australian Naval, Army or Air Forces and where leave is so granted and where the service pay received by such Employee is less than the Employees ordinary rate of pay as an Employee, employed by Council, then Council shall pay the Employee the amount of the difference.
- 5.7.1.2 Service pay for the purposes of this clause means and includes payments received by the Employee from the Armed Services in respect of service, during the period of service leave, but excluding allowances paid on whatever day or days, Monday to Sunday both inclusive, of the week or weeks in question.

**5.7.2 SES/Fire Brigade Leave**

- 5.7.2.1 Where an Employee is a member of the Emergency Services (including Rural Fire Brigade) and is required during working hours to attend an emergency they shall be paid as if at work by Council. Any monies received, other than meal allowance, shall be reimbursed to Council.
- 5.7.2.2 On approach in writing from the relevant officer attached to the SES or Queensland Fire and Rescue Service, an Employee may be granted leave, during their ordinary hours of work, without loss of pay, for training purposes. Such written notice from the relevant Officer should state that the Employee is required for training purposes as well as the time training commences and finishes. Provided that where such training takes place outside an Employee's ordinary hours, the Employee shall not be entitled to any payment.

## **5.8 JURY SERVICE LEAVE**

- 5.8.1 Where an Employee is required to attend for jury service the Employee shall be paid as if at work by Council. Any monies received, other than meal allowance, from the court shall be reimbursed to Council.
- 5.8.2 Employees who as a result of attending to jury service do not have reasonable time off between the conclusion of jury service and the commencement of work shall be granted time off as per the relevant Award.

## **5.9 LEAVE WITHOUT PAY**

- 5.9.1 Leave without pay for special circumstances shall be available to all Employees at the discretion of the CEO up to a maximum of one (1) year and such Leave shall not constitute a break in the continuity of service of the Employee.
- 5.9.2 Leave without pay under these circumstances is on the understanding that Council may backfill the position and that the Employee shall provide four (4) weeks' notice of their intention to return to their substantive role prior to the end of the leave.

## **5.10 DOMESTIC AND FAMILY VIOLENCE LEAVE (DFVL)**

- 5.10.1 Employees shall be entitled to access up to 15 days Domestic and Family Violence Leave (DFVL) in accordance with the Industrial Relations Act 2016 (Qld), Awards and Council Policy. Additional Leave under this provision may be accessed at Council's discretion.
- 5.10.2 Evidence or documents provided under this clause will not be recorded on an Employee's personnel file or Employee record.
- 5.10.3 Council shall work with an Employee accessing DFVL, where appropriate, to identify and establish safety planning strategies.

## **5.11 PANDEMIC AND NATURAL DISASTER LEAVE**

Where an employee is prevented from working due to a pandemic, or part of Banana Shire has been declared as a natural disaster zone by the State Government, and a person who is residing in that part of Banana Shire is unable to attend work to attend to their usual duties, the employee can apply to the Chief Executive Officer (CEO) for payment for that day.

## **5.12 ABSENTEEISM MANAGEMENT PROCEDURE**

- 5.12.1 This procedure is designed to curtail Personal/Carer's Leave abuse and absenteeism by Employees who are absent from work without legitimate cause or reason and is to operate notwithstanding other provisions of this Agreement.
- 5.12.2 Council shall from time to time review Employee Personal/Carer's Leave records with a view to establishing a list of Employees who have a record of attendance which gives cause for reasonable concern. This review may include certified absences, based on regular patterns of absence or excessive unexplained absences. This record review will exclude Domestic and Family Violence Leave and Parental Leave.
- 5.12.3 The following steps shall be followed:
- a) Where it has been identified that an Employee has a record of attendance that gives cause for reasonable concern, the Supervisor, shall in the first instance, discuss the matter with the Employee to determine any contributing factors. During this discussion the Employee's Supervisor shall explain the requirements of this procedure.

- b) Where the above step 5.12.3 (a) does not result in any improvement, the Employee shall be interviewed by their Manager. The Employee shall be notified in writing of the time, date, reason for the meeting and that they are entitled to have an advocate or a support person of their choice present at the initial and any subsequent meeting. If the discussion with the Employee's Manager does not provide satisfactory reason/s for the Employee's absences, the Employee shall be provided with a letter stating that any subsequent absences from work shall require proof of illness in the form of a medical certificate, duly signed by a qualified medical practitioner. Any requirement for an Employee to provide a medical certificate shall apply for no longer than three (3) months.
- c) If no improvement is observed the Employee shall be interviewed again by their Manager and if the reasons provided are again unsatisfactory, the Employee shall then be subject to Council's Disciplinary Procedure, commencing at the first warning of such procedure. This letter shall inform the Employee that unless their attendance record improves, further disciplinary action, as determined by Council's Disciplinary Procedure may follow.

5.12.4 The above procedure does not withdraw Council's right to act against fraudulent behaviour which may justify summary dismissal. Filling out a false Personal/Carer's Leave application and claiming payment, when that Employee's application is not genuine, may be considered to be fraudulent.

## **PART 6 EMPLOYMENT SECURITY & REDUNDANCY**

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### **6.1 EMPLOYMENT SECURITY**

- 6.1.1 The Parties recognise that Council commits to preserve the positions that currently exist within Council's workforce, where possible. Council shall take steps to ensure that Council has the benefit of a stable and committed workforce, such steps shall include measures to increase the security of Employee's employment.

### **6.2 CONSULTATION**

#### **6.2.1 Employer to notify**

- a) Where Council has endorsed a proposal for change (and endorsed proposal for change is not a final decision) in production, program, organisation, structure or technology that are likely to have significant effects on Employees, Council must notify the Employees who may be affected by the proposed changes and relevant Union/s.
- b) Significant effects include termination of employment; major changes in the composition, operation or size of Council's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; major changes to Position Descriptions; changes to Policies and procedures impacting on working arrangements and the restructuring of jobs. Provided that where the applicable Award or this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

- 6.2.2 As soon as practicable after a change is proposed, Council will notify each affected Employee, and the relevant Union/s, of the proposed change in writing.

#### **6.2.3 Employer to discuss change**

Council must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 6.2.1 (b), the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.

- a) The discussions must commence as early as practicable after a definite decision has been made by Council to make the changes referred to in clause 6.2.1 (b).
- b) For the purposes of such discussion, Council must provide in writing to the Employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that Council is not required to disclose confidential information, the disclosure of which, would be contrary to Council's interests.
- c) Council will give prompt and genuine consideration and shall report back in writing on any matters raised by the Employees and/or the relevant Union in relation to the changes.

### **6.3 RECRUITMENT**

#### **6.3.1 Vacancies Advertising**

When advertising vacant positions, Council shall within 14 working days of receiving formal notice of termination, where practicable, invite applications for appointment to such position by notice stating:

- a) The position to be filled and the wage/salary;
- b) The duties and qualifications required for the position;
- c) When and how applications for each position are to be made.

- 6.3.2 Where there is an issue that can legitimately extend the time to fill or to commence advertising, Council will communicate to the relevant Employees and relevant Union/s. Where Council does not intend to fill a position that has become vacant, Council will consult with the relevant workgroup and the relevant Union/s explaining why Council does not intend to fill the position.
- 6.3.3 Such notice shall be posted on all notice boards at all work locations, where practicable, at least seven (7) working days before the time stated in such notice as the closing date for applications and in such other manner as Council may determine.
- 6.3.4 All applications shall be acknowledged within seven (7) working days, where practicable. All applicants shall be notified of the result of their applications within two (2) months of the date of advertising the vacancy, where practicable. Unsuccessful internal applicants shall be notified of the appointment made within seven (7) days of making such an appointment, where practicable.
- 6.3.5 Contractors and/or their Employees shall not be appointed to any position as permanent Employees until normal recruitment and selection processes have been followed.
- 6.3.6 All vacant positions shall be advertised internally in the first instance.
- 6.3.7 Where the position has a dollar value above that of a Level 3.1 under Division 2, Section 1 in the Queensland Local Government Industry (Stream A) Award – State 2017 Council may advertise internally and externally simultaneously.
- 6.3.8 Council may utilise applications obtained via expressions of interest in lieu of external advertising and/or where a position has been vacant for an extended period of time where the recruitment process has been unsuccessful.
- 6.3.9 Where an Employee is unsuccessful in completing their probation period, the recruitment process undertaken to fill the vacancy remains current.

#### **6.4 USE OF CONTRACTORS**

- 6.4.1 The Parties recognise that Council require some use of Contractors to carry out Council's work in accordance with 6.4.6.
- 6.4.2 Employees who are suitably skilled and qualified shall always be given first preference to higher duties positions over Contractors, operations permitting.
- 6.4.3 Where a decision has been made to engage contractors, Council shall require that the contractual arrangements are such that the wages of the contractor's employees are not less than the equivalent of a Council employee's rate of pay.
- 6.4.4 Council shall supply details of the use of Contractors at the Joint Consultative Committee meetings.
- 6.4.5 The use of Contractors/labour hire personnel shall be managed in a manner that ensures the best business needs are met without eroding the job security of existing Employees.

- 6.4.6 Council will utilise and promote the use of its in house permanent Council employees for the undertaking of Council's works, services and operations, provided that the employees have the necessary qualifications and experience.

Council may contract out current services in the following circumstances:

- a) In the event of shortages of skilled staff and resources; or
- b) The lack of available infrastructure capital and the cost of providing technology; or
- c) Extraordinary or unforeseen circumstances; or
- d) That it is in the public interest that such services should be contracted out.

## **6.5 REDUNDANCY PROVISIONS**

This clause is outlined in step by step process and applies to all voluntary retrenchments, redeployments, and non-voluntary retrenchments that occur as a result of workplace redesign and/or organisational change.

### **6.5.1 Objectives**

The chief objectives of this clause shall be to:

- a) Maintain, where possible, Employees whose positions have become redundant in continued employment with Council.
- b) Suitably retrain and redeploy such Employees where possible.
- c) Pay monetary compensation to such Employees who are unable to be redeployed and whose positions are deemed to be redundant.
- d) Assist Employees to find employment outside the service of Employer.

### **6.5.2 Discussions before Terminations**

#### **6.5.2.1 Council shall hold discussions with the Employee directly affected and where relevant, their Unions:**

- a) Where Council has made a definite decision that it no longer wishes the job the Employee has been doing to be done by anyone.
- b) Where this is not due to the ordinary and customary turnover of labour; and
- c) That decision may lead to termination of employment.

#### **6.5.2.2 The discussions shall:**

- a) Take place as soon as it is practicable after Council has made a definite decision which shall invoke the provisions of clause 6.5.2.1 Discussions before Termination above; and
- b) Provide reasons for the proposed terminations; measures to avoid or minimise the terminations and measures to mitigate the adverse effects of any terminations of the Employees concerned.

### **6.5.3 Information to be Provided**

- 6.5.3.1 For the purpose of the discussion Council shall, as soon as practicable provide in writing to the Employees concerned and their Unions,
- a) All relevant information about the proposed terminations:
  - b) The reasons for the proposed terminations;
  - c) The number and categories of Employees likely to be affected;
  - d) The number of workers normally employed and the period over which the terminations are likely to be carried out.
- 6.5.3.2 Provided that Council shall not be required to disclose confidential information, the disclosure of which would be detrimental to its interests.
- 6.5.4 Redundancy Process
- 6.5.4.1 Following discussions, where a decision is made to reduce workforce numbers, and this results in redundancy of positions, the following steps shall be followed in this order:
- a) Step 1 – Redeployment
  - b) Step 2 – Voluntary Redundancy
  - c) Step 3 – Job Swap
  - d) Step 4 – Training and Redeployment Pool
- 6.5.5 Redeployment
- 6.5.5.1 A priority shall be given, where practicable, to redeploying an Employee whose position has been made redundant to a suitable role at the same pay level.
- 6.5.5.2 Redeployment shall be made on the basis of merit and as redeployment opportunities are identified, the Employee selected by Council for the redeployment shall be given at least four (4) weeks' notice of the details of the redeployed position and the commencement date in that position.
- 6.5.5.3 Where an Employee is to be redeployed to a position that has an ordinary time rate lower than the redundant position, the ordinary time rate of the redundant position shall be maintained by an additional payment until whichever of the following first happens:
- a) the end of 104 weeks after the date of transfer to the redeployed position;
  - b) the Employee is no longer employed by Council; or
  - c) the Employee is appointed to a position where the ordinary time rate is equal to or more than the ordinary time rate of the redundant position.
- 6.5.5.4 Where an Employee is redeployed to a position that has an ordinary time rate lower than the redundant position, the accrued entitlements of Annual Leave and Long Service Leave accrued whilst in the higher position shall be paid at the pre-income maintenance level.
- 6.5.5.5 Where an Employee is redeployed to a position which is not consistent with the redundant position in terms of the applicable Award classification and the Employee's skills, qualification and experience, the appointment shall be for a trial period of 12 weeks:

- 6.5.5.6 If the Employee believes the position is not appropriate, the Employee may after four (4) weeks, but within ten (10) weeks of being redeployed request to progress to the training and deployment pool or elect voluntary redundancy before the end of the 12-week period upon giving at least two (2) weeks written notice and Employer shall agree to such request; or
- 6.5.5.7 If Council believes the Employee is not suitable for the position, it may before the end of the 12-week period progress the Employee to the training and redeployment pool or provide non-voluntary redundancy with additional one-off separation incentive payment equivalent to four (4) weeks' pay, upon giving at least two (2) weeks written notice.
- 6.5.5.8 If the Employee does not request to be terminated or Council does not terminate as provided in Redeployment clause 6.5.5, above, the Employee shall be deemed to have been appointed to the redeployed position specified in Redeployment clause 6.5.5, above at the end of the 12-week trial period.
- 6.5.6 Voluntary Redundancies
  - 6.5.6.1 Where Council has decided to reduce the number of Employees who are doing the same or similar work and there are no redeployment opportunities available for all the Employees affected, Council shall invite expressions of interest for voluntary redundancy from the Employees affected, who are not exempt under the Exempted Employees clause 6.5.13, below.
  - 6.5.6.2 Council may at its sole discretion decide whether to accept any or none of the expressions of interest lodged.
  - 6.5.6.3 Where:
    - a) Council does decide to accept any expressions of interest for voluntary redundancy; or,
    - b) There is still a need to make any Employee redundant because of insufficient voluntary redundancies
  - 6.5.6.4 The provisions of this redundancy clause shall apply as if there was involuntary redundancy and the Employee concerned is to be terminated by Council.
- 6.5.7 Job Swap
  - 6.5.7.1 Should there be insufficient Employees from within the directly impacted group of Employees lodging an expression of interest in a voluntary redundancy, Council shall open the expression of interest in a voluntary redundancy to other Employees in similarly classified or qualified positions across Council. Provided that on business grounds Council shall maintain the right to refuse to provide a voluntary redundancy to an Employee who expresses their interest in accepting one.
  - 6.5.7.2 Where a voluntary redundancy is agreed, Council may offer to redeploy the Employee whose role has been identified as redundant to the role of the Employee who has been approved for voluntary redundancy, where the Employee has the relevant skills and qualification to undertake that work or can be reasonably retrained.
- 6.5.8 Training and Redeployment Pool
  - 6.5.8.1 Where Employees are not redeployed, or voluntary redundancies provided in accordance with Steps one (1) to four (4) above, directly impacted Employees shall be reallocated to the Training and Redeployment Pool until suitable alternative employment or voluntary redundancy is agreed or for a period of up to 12 months. This timeframe may be extended where otherwise authorised by the CEO.
  - 6.5.8.2 A skills assessment will be conducted with the affected Employee and all reasonable training and support shall be provided to Employees in the Training and Redeployment Pool. This may also

include Employee access to Employee Assistance Program. Council may provide Employees reasonable alternative duties consistent with their skills, qualifications and classification, or other duties as agreed.

6.5.8.3 Employees shall be afforded an opportunity to develop a new career development plan with reasonable support and training provided by Council to assist the Employee in transitioning to an alternative career path.

#### 6.5.9 Non-Voluntary Redundancy

6.5.9.1 Where Council has made a definite decision to make a position redundant and there are no redeployment opportunities, then the Employee concerned shall cease employment on a date nominated by Employer and be given a notice period of four (4) weeks.

6.5.9.2 In addition to the notice in Non-Voluntary Redundancy by Employer in clause 6.5.9.1, above, Employees over 45 years of age at the time of giving of notice and with not less than two (2) years continuous service, shall be entitled to one (1) additional weeks' notice.

6.5.9.3 Payment in lieu of notice shall be made if the appropriate notice is not given. Provided that employment may be terminated by Council or by agreement between Council and the Employee concerned by part of the period of notice specified and part payment in lieu thereof.

6.5.9.4 In calculating any payment in lieu of notice the ordinary time rate of pay for the Employee concerned shall be used.

6.5.9.5 Provided that an Employee who has been engaged for a specific period of time or for a specific task or tasks, shall be given one (1) weeks' notice, or in lieu of such notice, one (1) weeks wages shall be paid or deducted.

6.5.9.6 Where an Employee and Employer do not agree under Non-Voluntary Redundancy by Employer, the Employee concerned may terminate such employment during the notice period, but in such circumstances the Employee shall not be entitled to payment in lieu of notice.

#### 6.5.10 Time off During Notice Period

6.5.10.1 Where an Employee has been given notice of termination under Termination by Council (6.5.5) as above, the Employee concerned shall be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.

6.5.10.2 If the Employee has been allowed paid Leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of Council, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent (for this purpose, a Statutory Declaration shall be sufficient.)

#### 6.5.11 Severance Pay

6.5.11.1 On ceasing employment an eligible Employee shall be entitled to severance pay at the rate of three (3) weeks' pay for each complete year of continuous service plus a proportionate amount for an incomplete year (whole months only taken into account) subject to a maximum payment of 104 weeks' pay and a minimum of three (3) weeks' pay.

6.5.11.2 Entitlements involving periods of part time employment shall be calculated on a pro-rata full time basis; for example, one (1) year of part time employment at 19 ordinary hours of work per week where the full time Award ordinary hours are 38 shall equate to an entitlement of three (3) weeks' pay for 19 hours.

6.5.11.3 For the purpose of Severance Pay relating to clauses 6.5.11.1 & 6.5.11.2, above, the following terms have the meanings respectively assigned to them, that is to say:

- a) 'Weeks Pay' means the ordinary time rate of pay for the Employee concerned at the date of ceasing employment with Council.
- b) 'Eligible Employee' means subject to the provisions of the Employees Exempted clause 6.5.13, and the Alternate Employment clause 6.4.14, below:
  - i. an Employee who has been terminated under clause 6.5.5, above;
  - ii. an Employee who has been terminated in accordance with the Redeployment clause 6.5.5, above; and
  - iii. an Employee whose expression of interest under the Voluntary Redundancies clause 6.5.6, above has been accepted by Council.

#### 6.5.12 Other Payments upon Termination

6.5.12.1 An Employee receiving a severance payment under the Severance Pay clause 6.5.11, above shall also be paid any reimbursable education costs which would have been otherwise payable by Council to the Employee had it not been for the termination of the Employee under this clause. Provided that at the date of ceasing employment the Employee has not failed any subjects to which the education costs relate.

#### 6.5.13 Employees Exempted

6.5.13.1 This redundancy clause shall not apply:

- a) Where employment is terminated as a consequence of conduct that justifies summary dismissal;
- b) To Employees engaged for a specific period of time or for a specified task or tasks;
- c) To Casual Employees;
- d) To Apprentices and Trainees on completion of their Apprenticeship or Traineeship; or
- e) To an Employee who has less than one (1) years' continuous service where the general obligation on Council is no more than to give the relevant Employee an indication of the impending redundancy at the first reasonable opportunity and to such take steps as may be reasonable to facilitate the obtaining by the Employee of suitable alternate employment.

#### 6.5.14 Alternate Employment

6.5.14.1 Council, in a particular redundancy case, may make application to the QIRC to have the general severance pay provision varied if Council obtains alternate employment for an Employee which is acceptable to the Employee concerned.

6.5.14.2 Notwithstanding the provisions of clause 6.5.14.1, above, where an Employee whose position is no longer required in accordance with this redundancy clause, finds or is found suitable employment with another Local Government or other Authority, prior to termination, the Employee shall be ineligible for payment of severance pay in accordance with Severance Pay clause (6.5.11).

## PART 7 MISCELLANEOUS

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### 7.1 PERFORMANCE MEASUREMENT

- 7.1.1 The Parties agree that the use of Key Performance Indicators (KPI's) are an important measure of productivity and efficiency and shall be implemented to monitor progress towards the achievement of critical business goals of Council and shall be a key component of future Certified Agreements.
- 7.1.2 KPI data shall be available to all Employees and shall be regularly reviewed by the Joint Consultative Committee to assess achievement of performance targets. Outcomes of the review and subsequent changes (if required) shall form part of the ongoing process of continuous improvement.
- 7.1.3 Examples of KPI's which could be considered would include but not be limited to:
- a) Workplace Health and Safety;
  - b) Quality Assurance;
  - c) Absenteeism;
  - d) Leave Accruals;
  - e) Performance Appraisals completed.

### 7.2 PROFESSIONAL INDEMNITY

- 7.2.1 Where an Employee acting in the course of their employment, other than in cases of gross and/or wilful misconduct, causes loss of damage to property or injury to any person the following shall apply;
- a) Council shall not make any claim against the Employee for loss, damage or injury caused by the Employee/s.
  - b) Any claim made against the Employee shall be accepted as a claim made against Council.
  - c) Council shall bare all costs of defending any claim.
  - d) Council shall indemnify and hold harmless the Employee against any amounts required to be paid pursuant to any order of the court or any settlement.
- 7.2.2 Provided that nothing herein shall require Council to indemnify the Employee if the Employee's conduct was intended to cause damage.

### 7.3 STAFF DEVELOPMENT & APPRAISALS

- 7.3.1 Staff Development and Appraisals are an ongoing process of personal and organisational development based on the achievement of Employer, career and personal goals and will be linked to Workforce Planning.
- 7.3.2 The Parties agree to implement a Staff Development and Appraisal system to cover all Employees and such system shall be conducted on an Annual basis and shall encompass the following:
- a) Accurate Position Description
  - b) Full Consultation with Employees
  - c) Adequate training of staff who carry out performance appraisals

- d) Detailed awareness raising information sessions conducted for all Employees
- e) Appropriate forms of two-way feedback.

## 7.4 EMPLOYEE TRAINING AND DEVELOPMENT

### 7.4.1 Structured Training and Development

- 7.4.1.1 The Parties recognise that in order to increase the efficiency and productivity of Council a commitment to structured training and skill development is necessary. Where practicable such training and development shall be based on nationally accredited competencies or curriculum.
- 7.4.1.2 All training, including competency-based training provides the opportunity to build Employee confidence and competence at a time when the working environment is changing.
- 7.4.1.3 Training and development for any particular Employee shall be directly related to the Employee's relevant career path. When training is undertaken as a part of the individual's development, this shall be a shared responsibility between Council and the Employee.
- 7.4.1.4 Council commits to allocating a responsible budget for not only mandatory training but also career path training, in line with Workforce Planning.
- 7.4.1.5 Any training outside normal working hours shall have regard to the Employee's family and personal responsibilities.

### 7.4.2 Reimbursement of Training Costs

- 7.4.2.1 An Employee who terminates their employment or is terminated for misconduct within the time frames outlined in the following table may be required to reimburse Council the percentage of non-mandatory accredited training where costs were paid by Council.

Timeframe after training until termination	Percentage of training costs to be reimbursed
0 to 3 months	100%
3 to 6 months	75%
6 to 9 months	50%
9 to 12 months	25%

- 7.4.2.2 For the purpose of this clause, "training costs" may include such costs as external course fees, cost of certificates and/or licences as well as accommodation and travel costs. Training costs shall not include the Employee's wage or salary for the day.
- 7.4.2.3 Where an Employee forms part of a group of Employees and an external provider is utilised, the training costs may be determined by Council dividing the external provider's fees by the number of Employees at the training course.

## 7.5 LICENCE FEES AND PROFESSIONAL MEMBERSHIP

- 7.5.1 Council shall pay all licence and professional membership fees (other than drivers licence fee renewals) in accordance with Council's policy if the license or professional membership is required for the Employee to carry out their employment to enable an Employee to perform a function of Council. Council shall not pay for membership and certification/licence when a new Employee has had to have accreditations to obtain the job with Employer.
- 7.5.2 If Council requires an Employee to obtain any additional and/or specific licences/professional memberships/registrations/competencies and/or certificates due to an operational change, for example, change in size/type of fleet/plant resulting in the requirement of an Employee to

obtain a higher-class licence/additional plant competency etc. the cost of training and the licence/competency will be at no cost to the Employee.

7.5.3 Council will pay for licence upgrade, for example, LR to MR licences, where Council requires that upgrade.

7.5.4 For clarification, this clause does not cover the renewal of the 'C' class driver's licence or any licence that is included in the cost of a 'C' class licence renewal. Council will not pay for the renewal of the 'C' class licence other than where Council has required the Employee to obtain a 'C' class licence.

## **7.6 PROGRESSION AND RECLASSIFICATION**

7.6.1 Classification of positions shall be in accordance with the provisions of the relevant Award/s subject to the following:

- a) All positions shall have a position description which will be used as the primary source of classifying positions;
- b) Whenever a position is redesigned, the position will require a review of classification conducted in consultation with the relevant Employee/s; and
- c) Copies of the current Position Description shall be provided to the incumbent Employee and maintained in the corporate Position Description register.
- d) Council will, when requested by an Employee, provide to the Employee within four weeks:
  - i. the Employee's classification;
  - ii. the reasons for the Employee's appointment to that classification including:
    - characteristics of the position;
    - requirements of the position;
    - the responsibilities of the position;
    - the organisational relationship;
    - the extent of authority.
- e) An Employee may request a Union or other representative to represent them throughout the process outlined in the clause above.

### **7.6.2 Reclassification Requests**

7.6.2.1 An Employee may make a request for reclassification at any time where the Employee's position has been restructured or reorganised, or as a result of a substantive change in the position initiated by Council, such that the position should be classified as a higher level within the Award.

7.6.2.2 Following discussions with the relevant Supervisor, applications must be forwarded to Human Resources in the first instance. The Employee will receive written notification that their application has been received.

7.6.2.3 The reclassification procedure will not exceed a period of eight (8) weeks following the submission of a request for reclassification. Any reclassification request that is approved shall be back paid to the date at which the Employee's position was changed.

- 7.6.7.4 An Employee may request a Union or other representative to represent them throughout the process outlined in the clause above.

## PART 8 UNION ENCOURAGEMENT

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### 8.1 PREAMBLE

- 8.1.1 This clause gives effect to the Union Encouragement provisions in the relevant Awards in their entirety. Consistent with Council's position on Union Encouragement, Employees are encouraged to join and maintain financial membership of the relevant Union.

### 8.2 DOCUMENTATION TO BE PROVIDED BY COUNCIL

- 8.2.1 Council recognise the right of, and encourage, individuals to join a Union. However, it is also recognised that Union membership remains at the discretion of each individual.
- 8.2.2 At the point of engagement, Council shall provide Employees with a document outlining Council's position on Union encouragement, a copy of which is to be kept on the premises of Council and is readily available to Employees. The document provided by Council shall also identify the existence of a Union encouragement clause in this Agreement, and the contact details of workplace Union Delegates.
- 8.2.3 Union representative/s will be provided with the opportunity to discuss Union membership with both new and existing Employees.

### 8.3 UNION DELEGATES

- 8.3.1 Union delegates have a role to play within a workplace and their participation and accreditation is encouraged. Union Delegates shall be afforded the following rights:
- a) To be treated fairly and to perform their role as Union Delegate without any discrimination in their employment.
  - b) To formal recognition by Council that endorsed Union Delegates speak on behalf of Union members in the workplace on matters relating to applicable industrial legislation and industrial instruments.
  - c) To bargain collectively on behalf of those they represent.
  - d) To consultation and access to reasonable information about the workplace and the business.
  - e) To reasonable paid time to represent the interest of members to Council and industrial tribunals.
  - f) To reasonable paid time during normal working hours to consult with Union members following management approval.
  - g) To reasonable paid time, at ordinary rates, to participate in the operation of the Union that is specific to Council.
  - h) To reasonable access to telephone, facsimile, photocopying, internet and e-mail facilities for the purpose of carrying out work as a Delegate and consulting with workplace colleagues and the Union.
  - i) To place Union information relevant to Council's Employees on a notice board in a prominent location in the workplace, without displacing other business critical communication.

- j) To take accrued Leave entitlements to work with the Union, on the proviso that this secondary employment is approved by the CEO.

#### **8.4 DEDUCTION OF UNION FEES**

- 8.4.1 Council shall, on the request in writing of any Employee, pay to a Union nominated by the Employee out of the money due to such Employee in respect of wages, the annual contribution of such Employee as a member of the Union.

#### **8.5 TRADE UNION TRAINING LEAVE**

- 8.5.1 Upon application to the Human Resource Manager, a Union Workplace Delegate shall be granted up to five (5) working days leave on ordinary pay each calendar year, non-cumulative, to attend courses and seminars conducted by or approved by the respective Union, provided that Council is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Employee.
- 8.5.2 The granting of such leave shall be subject to Council's convenience and shall not unduly affect the operation of Council.
- 8.5.3 The scope, content and level of the course shall be such as to contribute to a better understanding of industrial relations.
- 8.5.4 The Union shall notify Council well in advance of upcoming courses.
- 8.5.5 Council will approve time off without loss of pay for ordinary hours for Union members to attend a reasonable number of Union executive meetings, divisional meetings, State Council meetings and conferences of their Union.

#### **8.6 TRADE UNION ENTRY TO THE WORKPLACE**

- 8.6.1 An authorised industrial officer may enter a workplace at which Council carries on a calling of the Officer's organisation, during Council's business hours, to exercise a power under the Act.
- 8.6.2 On entering the workplace, the officer must first:
  - a) Notify Council or Council's representative of the Officer's presence; and
  - b) Produce the Officer's authorisation, if required by Council or representative.
- 8.6.3 Following notification as stated above the Officer/s of the Union shall have rights of access and entry to the premises of Employer for the following purposes;
  - a) Meeting with Workplace Delegates; and
  - b) Meeting with members of staff; and
  - c) Meeting with relevant Management Team members on matters associated with this Agreement or current industrial workplace issues; and
  - d) Discussions with members and potential members of the Union.

## SCHEDULE 1 WAGES SCHEDULE

\*\* The amounts shown in Yrs 2 and 3 have increased by the flat rate of \$72/ fortnight only. The fortnightly increase of \$72 will increase by the state wage case and will be applied when announced\*\*

A memo will be forwarded to each Union, in years 2 and 3 of this agreement with the annual rates adjusted for the \$72 increase indexed by the approved increase from the Queensland State Wage Case.

Level	Annual Rate (Current pre certification)	Yr 1 Annual Rate = previous annual rate plus \$72/fortnight (1 July 2021)	Year 1 Hourly Rate (1 July 2021)	**Yr 2 Annual Rate = Yr1 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2022)	**Yr 3 Annual Rate = Yr2 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2023)
<b>QLD LG INDUSTRY (Stream A) AWARD</b>					
<b>Level 1</b>					
1.1	53,456.81	55,328.81	29.35	57,200.81	59,072.81
1.2	54,246.66	56,118.66	29.77	57,990.66	59,862.66
1.3	55,335.28	57,207.28	30.35	59,079.28	60,951.28
1.4	56,599.16	58,471.16	31.02	60,343.16	62,215.16
1.5	57,908.46	59,780.46	31.71	61,652.46	63,524.46
1.6	59,231.73	61,103.73	32.42	62,975.73	64,847.73
Under 17 years (55%)	29,401.24	31,273.24	16.59	33,145.24	35,017.24
17 Years (60%)	32,074.09	33,946.09	18.01	35,818.09	37,690.09
18 Years (70%)	37,419.77	39,291.77	20.84	41,163.77	43,035.77
19 Years (80%)	42,765.45	44,637.45	23.68	46,509.45	48,381.45
20 Years (90%)	48,111.13	49,983.13	26.52	51,855.13	53,727.13

Level	Annual Rate (Current pre certification)	Yr 1 Annual Rate = previous annual rate plus \$72/fortnight (1 July 2021)	Year 1 Hourly Rate (1 July 2021)	**Yr 2 Annual Rate = Yr1 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2022)	**Yr 3 Annual Rate = Yr2 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2023)
<b>Level 2</b>					
2.1	60,638.02	62,510.02	33.16	64,382.02	66,254.02
2.2	62,028.06	63,900.06	33.90	65,772.06	67,644.06
2.3	63,415.44	65,287.44	34.64	67,159.44	69,031.44
2.4	64,800.15	66,672.15	35.37	68,544.15	70,416.15
<b>Level 3</b>					
3.1	66,186.50	68,058.50	36.11	69,930.50	71,802.50
3.2	67,572.43	69,444.43	36.84	71,316.43	73,188.43
3.3	68,962.08	70,834.08	37.58	72,706.08	74,578.08
3.4	70,401.23	72,273.23	38.34	74,145.23	76,017.23
<b>Level 4</b>					
4.1	71,838.34	73,710.34	39.10	75,582.34	77,454.34
4.2	73,304.00	75,176.00	39.88	77,048.00	78,920.00
4.3	74,603.24	76,475.24	40.57	78,347.24	80,219.24
4.4	76,140.81	78,012.81	41.39	79,884.81	81,756.81
<b>Level 5</b>					
5.1	77,687.24	79,559.24	42.21	81,431.24	83,303.24
5.2	79,237.35	81,109.35	43.03	82,981.35	84,853.35
5.3	80,782.12	82,654.12	43.85	84,526.12	86,398.12
<b>Level 6</b>					
6.1	83,358.19	85,230.19	45.21	87,102.19	88,974.19
6.2	85,927.88	87,799.88	46.58	89,671.88	91,543.88

Level	Annual Rate (Current pre certification)	Yr 1 Annual Rate = previous annual rate plus \$72/fortnight (1 July 2021)	Year 1 Hourly Rate (1 July 2021)	**Yr 2 Annual Rate = Yr1 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2022)	**Yr 3 Annual Rate = Yr2 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2023)
6.3	88,507.64	90,379.64	47.95	92,251.64	94,123.64
<b>Level 7</b>					
7.1	91,077.73	92,949.73	49.31	94,821.73	96,693.73
7.2	93,646.19	95,518.19	50.67	97,390.19	99,262.19
7.3	96,222.67	98,094.67	52.04	99,966.67	101,838.67
<b>Level 8</b>					
8.1	99,305.02	101,177.02	53.67	103,049.02	104,921.02
8.2	102,394.36	104,266.36	55.31	106,138.36	108,010.36
8.3	105,485.35	107,357.35	56.95	109,229.35	111,101.35
8.4	108,373.53	110,245.53	58.49	112,117.53	113,989.53
8.5	111,277.94	113,149.94	60.03	115,021.94	116,893.94
<b>DES</b>					
C4 L1	161,609.04	163,481.04	86.73	165,353.04	167,225.04
C4 L2	157,580.26	159,452.26	84.59	161,324.26	163,196.26
C4 L3	153,555.80	155,427.80	82.46	157,299.80	159,171.80
<b>Dep CEO</b>					
C4 L1	129,785.23	131,657.23	69.84	133,529.23	135,401.23
C4 L2	126,595.40	128,467.40	68.15	130,339.40	132,211.40
C4 L3	123,413.39	125,285.39	66.46	127,157.39	129,029.39

Level	Annual Rate  (Current pre certification)	Yr 1 Annual Rate = previous annual rate plus \$72/fortnight (1 July 2021)	Year 1  Hourly Rate (1 July 2021)	**Yr 2 Annual Rate = Yr1 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2022)	**Yr 3 Annual Rate = Yr2 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2023)
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QLD LG INDUSTRY (Stream B) AWARD					
LAE* Level 1 First 6 Months	51,175.12	53,047.12	26.85	54,919.12	56,791.12
LAE* Level 1 Thereafter	51,957.88	53,829.88	27.24	55,701.88	57,573.88
LAE* Level 2	52,740.41	54,612.41	27.64	56,484.41	58,356.41
LAE* Level 3	53,560.43	55,432.43	28.05	57,304.43	59,176.43
LAE* Level 4	54,398.96	56,270.96	28.48	58,142.96	60,014.96
LAE* Level 5	55,216.82	57,088.82	28.89	58,960.82	60,832.82
LAE* Level 6	57,012.36	58,884.36	29.80	60,756.36	62,628.36
LAE* Level 7	58,854.44	60,726.44	30.73	62,598.44	64,470.44
LAE* Level 8	60,808.30	62,680.30	31.72	64,552.30	66,424.30
LAE* Level 9	62,756.77	64,628.77	32.71	66,500.77	68,372.77

Level	Annual Rate (Current pre certification)	Yr 1 Annual Rate = previous annual rate plus \$72/fortnight (1 July 2021)	Year 1 Hourly Rate (1 July 2021)	**Yr 2 Annual Rate = Yr1 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2022)	**Yr 3 Annual Rate = Yr2 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2023)
<b>QLD LG INDUSTRY (Stream C - Engineering Services) AWARD</b>					
<b>C14</b>	43,621.82	45,493.82	23.02	47,365.82	49,237.82
<b>C12</b>	48,259.76	50,131.76	25.37	52,003.76	53,875.76
<b>C10</b>	55,216.82	57,088.82	28.89	58,960.82	60,832.82
<b>C09</b>	57,012.58	58,884.58	29.80	60,756.58	62,628.58
<b>C08</b>	58,854.65	60,726.65	30.73	62,598.65	64,470.65
<b>C07</b>	60,808.30	62,680.30	31.72	64,552.30	66,424.30
<b>C06</b>	64,699.64	66,571.64	33.69	68,443.64	70,315.64
<b>1st Year Apprentice (51%)</b>	28,160.58	30,032.58	15.20	31,904.58	33,776.58
<b>2nd Year Apprentice (59%)</b>	32,577.93	34,449.93	17.43	36,321.93	38,193.93
<b>3rd Year Apprentice (75%)</b>	41,412.62	43,284.62	21.91	45,156.62	47,028.62
<b>4th Year Apprentice (90%)</b>	49,695.14	51,567.14	26.10	53,439.14	55,311.14
<b>1<sup>st</sup> Year Apprentice Adult (76%)</b>	41,964.79	43,836.79	22.18	45,708.79	47,580.79
<b>2<sup>nd</sup> Year Apprentice Adult (82%)</b>	45,277.79	47,149.79	23.86	49,021.79	50,893.79
<b>3<sup>rd</sup> Year Apprentice Adult (85%)</b>	46,934.30	48,806.30	24.70	50,678.30	52,550.30
<b>4<sup>th</sup> Year Apprentice Adult (90%)</b>	49,695.14	51,567.14	26.10	53,439.14	55,311.14

Level	Annual Rate (Current pre certification)	Yr 1 Annual Rate = previous annual rate plus \$72/fortnight (1 July 2021)	Year 1 Hourly Rate (1 July 2021)	**Yr 2 Annual Rate = Yr1 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2022)	**Yr 3 Annual Rate = Yr2 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2023)
<b>QLD LG INDUSTRY (Stream C - Building Services) AWARD</b>					
<b>Building Trades 1</b>	55,216.82	57,088.82	28.89	58,960.82	60,832.82
<b>Building Trades 2</b>	57,956.44	59,828.44	30.28	61,700.44	63,572.44
<b>Building Trades 3</b>	60,716.11	62,588.11	31.67	64,460.11	66,332.11
<b>1st Year Apprentice (51%)</b>	28,160.58	30,032.58	15.20	31,904.58	33,776.58
<b>2nd Year Apprentice (59%)</b>	32,577.93	34,449.93	17.43	36,321.93	38,193.93
<b>3rd Year Apprentice (75%)</b>	41,412.62	43,284.62	21.91	45,156.62	47,028.62
<b>4th Year Apprentice (90%)</b>	49,695.14	51,567.14	26.10	53,439.14	55,311.14
<b>1st Year Apprentice Adult (76%)</b>	41,964.79	43,836.79	22.18	45,708.79	47,580.79
<b>2nd Year Apprentice Adult (82%)</b>	45,277.79	47,149.79	23.86	49,021.79	50,893.79
<b>3rd Year Apprentice Adult (85%)</b>	46,934.30	48,806.30	24.70	50,678.30	52,550.30
<b>4th Year Apprentice Adult (90%)</b>	49,695.14	51,567.14	26.10	53,439.14	55,311.14

Level	Annual Rate (Current pre certification)	Yr 1 Annual Rate = previous annual rate plus \$72/fortnight (1 July 2021)	Year 1 Hourly Rate (1 July 2021)	**Yr 2 Annual Rate = Yr1 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2022)	**Yr 3 Annual Rate = Yr2 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2023)
<b>DISTRICT HEALTH AWARD</b>					
PO2/1	65,853.86	67,725.86	34.27	69,597.86	71,469.86
PO2/2	69,082.27	70,954.27	35.91	72,826.27	74,698.27
PO2/3	72,423.68	74,295.68	37.60	76,167.68	78,039.68
PO2/4	75,778.81	77,650.81	39.30	79,522.81	81,394.81
PO2/5	79,137.53	81,009.53	41.00	82,881.53	84,753.53
PO2/6	82,476.08	84,348.08	42.69	86,220.08	88,092.08

Level	Annual Rate (Current pre certification)	Yr 1 Annual Rate = previous annual rate plus \$72/fortnight (1 July 2021)	Year 1 Hourly Rate (1 July 2021)	**Yr 2 Annual Rate = Yr1 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2022)	**Yr 3 Annual Rate = Yr2 annual rate plus (\$72/fortnight plus State Wage Case%) (1 July 2023)
<b>QLD LG INDUSTRY (Stream C - Nursing Services) AWARD</b>					
Registered Nurse L2 G1	72,200.01	74,072.01	37.49	75,944.01	77,816.01
Registered Nurse L2 G2	72,499.89	74,371.89	37.64	76,243.89	78,115.89

Level	Annual Rate (Current pre certification)	Yr 1 Annual Rate = previous annual rate plus \$72/fortnight (1 July 2021)	Year 1 Hourly Rate (1 July 2021)	**Yr 2 Annual Rate = Yr1 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2022)	**Yr 3 Annual Rate = Yr2 annual rate plus (\$72/fortnight indexed by the State Wage Case%) (1 July 2023)
<b>SOCIAL &amp; COMMUNITY SERVICES AWARD</b>					
Comm Serv Worker L1 P1	53,178.09	55,050.09	27.86	56,922.09	58,794.09
Home Care Level 2/1	51,050.95	52,922.95	26.78	54,794.95	56,666.95
Home Care Level 2/2	51,328.74	53,200.74	26.92	55,072.74	56,944.74
Home Care Level 2/3	63,433.06	65,305.06	33.05	67,177.06	69,049.06
Home Care Level 2/4	65,117.68	66,989.68	33.90	68,861.68	70,733.68
Home Care Level 5/1	61,148.95	63,020.95	31.89	64,892.95	66,764.95
Home Care Level 5/2	63,309.26	65,181.26	32.99	67,053.26	68,925.26
<b>EMPLOYEES OF QLD GOVT DEPTS OHER THAN PUBLIC SERVANTS AWARD</b>					
O02.1	54,488.38	56,360.38	28.52	58,232.38	60,104.38
O02.2	55,861.39	57,733.39	29.22	59,605.39	61,477.39
O02.3	57,225.60	59,097.60	29.91	60,969.60	62,841.60
O02.4	58,755.14	60,627.14	30.68	62,499.14	64,371.14

## SCHEDULE 2 ALLOWANCES

**\*\*Please note the allowances in Year 2 and Year 3 of this Agreement has been increased by 2.5% each year\*\***

Allowance	Clause	July 1 2021	July 1 2022**	July 1 2023**	Rate
CWA	4.5.14	1.11	1.13	1.16	Hrly
Travel (Camp) Allowance	4.5.3	47.88	49.07	50.30	Daily
Accommodation Allowance	4.5.2	75.00	76.88	78.80	Daily
Synth Oils & Coolants Allowance	4.5.9	0.41	0.42	0.43	Hrly
Incidental Allowance	4.5.15	11.96	12.26	12.57	Daily
Vehicle Clean Down Allowance	4.5.11	1.36	1.40	1.43	Hrly
Rubbish/Sanitary Allowance	4.5.13	0.48	0.49	0.51	Hrly
Toilet Cleaning	4.5.12	17.96	18.41	18.87	Daily
OT Meal	4.5.6	27.05	27.73	28.42	Daily
Tar Allowance	4.5.17	2.39	2.45	2.51	Daily
Safety Rep Allowance	4.5.8	29.92	30.67	31.43	Weekly
First Aid Allowance	4.5.7	29.92	30.67	31.43	Weekly
Standby Allowance *	4.5.4	29.92	30.67	31.43	Daily
Standby Allowance (Stream A Division 2 - Section 1)	4.5.4	40.46	41.47	42.50	Daily
CWA (Supervisors)	4.5.14	1.15	1.18	1.21	Hrly

**Standby Allowance** for Employees, other than Division 2, Section 1 of the Stream A Award, and who are required to be on Standby on Sunday shall, instead of the Standby Allowance shown above, be paid eight (8) hours at their ordinary time rates.

**4.5.16 Working In The Rain** If an Employee is directed to work in the rain, they shall be paid at double their ordinary rate of pay until the clothing, including boots, dries or they are able to change into dry clothing, whichever is earlier.

**4.5.10 Working on Pumps/Machinery involved with Sewerage Allowance.** An Employee engaged on live sewer work or cleaning septic tanks shall be paid at the following rate for all time so engaged:

- a) during ordinary hours - at the rate of time and one-half; and
- b) during overtime or on weekends or public holidays - at the rate of one-half of the ordinary hourly rate in addition to the relevant overtime, weekend or public holiday rate.

## SCHEDULE 3 AWARD ALLOWANCES AS AT 2021

Award Allowances as at 2021 (FOR REFERENCE PURPOSES ONLY)		
<p>From Qld Local Government Industry (Stream A) Award</p> <p>13.5 Special rates and allowances prescribed under other Sections of this Award</p> <p>(a) Employees covered by this Section, whilst supervising workers covered by other Sections of this Award who:</p> <p>(i) are in receipt of allowances or special rates, as listed hereunder, that are prescribed in those Sections, and</p> <p>(ii) actually subject to the disabilities which attract those allowances or special rates, shall be paid the undermentioned allowances, in the same terms and for the same periods, as are applicable to the workers supervised:</p> <ul style="list-style-type: none"> <li>• any construction, re-construction, alteration, repair and/or maintenance allowance;</li> <li>• any special site rate payable for disabilities associated with work on a particular construction site or project;</li> <li>• any other work disability rate or allowance to compensate for disabilities associated with work carried out under special or extraordinary circumstances or conditions.</li> </ul> <p>(b) Where an employee is entitled to an allowance under any other provision of this Section and is also entitled to a special site rate or disability allowance under clause 13.5(a) in respect of the same disability then the employee shall not be entitled to receive both allowances but shall receive the higher allowance of the two.</p> <p>(c) Clause 13.5(a) shall not be interpreted so as to include extra payments or allowances such as bonuses or prosperity payments, industry payments or increments for service, tool allowances or allowances payable to special classes of employees, in consideration of circumstances unrelated to general industry conditions.</p>		
Allowance	Provisions of Claim	Rate
<b>Accommodation Allowance</b>	When an Employee lives in a <u>non-serviced</u> accommodation facility because there are no reasonable transport facilities to enable the employee to travel to and from home each day, or because the Employee is directed to live in such non-serviced accommodation facility.	Daily
<b>Travel (Camp) Allowance</b>	When an employee is required to stay in a <u>non-serviced</u> facility but chooses to travel home by their own means of transport and in their own time.	Daily
<b>Confined Spaces</b>	Employees required to work in a place that the dimension or nature of which necessitates working in a stooped or cramped position and/or without sufficient ventilation	Daily
<b>CWA Allowance</b>	Perform construction, reconstruction, alteration, repair and or maintenance work and include all work performed on site on construction, reconstruction, alteration, repair and or maintenance or buildings, (including the construction of additions to existing buildings and the necessary alterations to existing buildings to make them conform to any new additions and the demolition of buildings), water towers, water mains, or reservoirs; dams, barrages, weirs or similar structures, bridges, wharves, piers or jetties, over-passes, under-passes and concrete work incidental thereto; sewerage construction work; pipelines, culverts, kerbing, channelling, roads, traffic islands, and concrete ornamental lakes and land reclamation and or land clearing associated with estate development and building construction. <b>NB: CWA cannot be claimed whilst receiving - Live Sewer, Rubbish &amp; sanitary operations, Wet Places or Dirt money (Tar), Working on Pump/Machinery Involved with Live Sewer</b>	Daily
<b>Dead Animal Allowance</b>	Employees removing dead animals other than horses and cattle	Daily
<b>Dead Animal Allowance – Cattle</b>	Employees removing dead cattle & horses	Daily
<b>Dirty Work Allowance</b>	Employees engaged on unusually dirty work to which no other allowance applies	Hourly
<b>First Aid Officer</b>	Employer appointed First Aid attendant	Weekly
<b>Garbage Allowance</b>	Paid when a driver of a rubbish vehicle or any assistant primarily engaged in the collection of refuse is directly engaged on refuse collection work	Hourly
<b>Incidental Allowance</b>	Employees working away from their usual place of work and are required to stay overnight	Nightly

<b>Award Allowances as at 2021 (FOR REFERENCE PURPOSES ONLY)</b>		
<b>KLM Allowance</b>	Reimbursement for use of private vehicle for work purposes	per KLM
<b>Leading Hand</b>	An employee appointed to be in charge of other employees	Daily
<b>Live Sewer</b>	Paid to employees engaged on live sewer work or cleaning septic tanks.	Hourly
<b>Meal Allowance</b>	An Employee who is required to continue to work for more than 2 hours after the usual ceasing time on any day or beyond 1pm on Saturday, Sunday or Public Holidays	
<b>Meal Allowance</b>	An Employee who is required to continue to work for more than 1.5 hours after the usual ceasing time	
<b>Poison Spray Allowance</b>	Employees using poison sprays for the control of noxious weeds	Weekly
<b>Vehicle Cleandown Allowance</b>	Employees covered by the Engineering stream, employed to repair bodies of vehicles used as sanitary or rubbish vehicles or vehicles used to transport tar and bitumen where such vehicles have not been thoroughly cleaned down immediately before work on such repairs is commenced shall be paid this allowance whilst engaged in such cleaning	Hourly
<b>Safety Representative</b>	Nominated Safety Representatives	Weekly
<b>Rubbish/Sanitary Allowance</b>	Employees who are required to clean the designated wash-down bays and rubbish/sanitary vehicles	Hourly
<b>On-Call Allowance</b>	When an Employee is required to be on call for after hours emergency work.	Daily
<b>On-Call Allowance (Sunday)</b>	Employees, (Excluding Stream A, Division 2, Section 1) who are required to be on Standby on a Sunday, shall be paid 8 hours at their ordinary time rates	Hourly
<b>On-Call Allowance (Public Holiday)</b>	When an employee is required to remain on call on any Sunday they shall be paid for such day a sum equal to their pay for a working day of 8 hours. If the employee is required to perform any work on this day, the total standby will be reduced by the callout/hours worked on that day.	Hourly
<b>Synthetic Oil Fluids and Coolants (Mechanics/Fitters)</b>	Suitably qualified and accredited mechanics/fitters, trades assistants and apprentices who are exposed to synthetic oil fluids and coolants in the maintenance and repair of power steering units; braking systems; automatic transmissions; and air conditioning units	Hourly
<b>Tar (Laundry) Allowance</b>	Employees who are working directly with tar and have not been provided with protective clothing shall receive a daily laundry allowance	Daily
<b>Toilet Cleaning Allowance</b>	Employees required to clean toilets, other than merely by hosing them down	Daily
<b>Tool Allowance</b>	Tradespersons required to supply and use their own tools	Weekly
<b>Trailer Allowance</b>	Employees driving a motor vehicle to which a <u>light</u> trailer is attached i.e. sign trailers	Daily
<b>Wet Pay (Garbage)</b>	Employees engaged in Sanitary or Refuse collection services (Garbage Trucks)	Daily
<b>Wet Places</b>	When water other than rain is dropping from overhead so that the clothing of employees employed there will become saturated with water or where an employee works without protective waterproof footwear in water and/or slush under-foot to a depth exceeding 50mm. Allowance is not payable in addition to CWA allowance.	Daily
<b>Working on pumps/machinery involved with sewerage</b>	Employees engaged in the disassembly / repair work of any pump or other equipment that brings them in contact with live sewerage whilst working on such equipment	Hourly

SIGNATORIES

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Signed for and on behalf of the  
Banana Shire Council

(PRINT NAME)

In the presence of

THOMAS UPTON 21/2/22  
.....

THOMAS UPTON  
CHIEF EXECUTIVE OFFICER

HEIDI HILL  
.....  
Heidi Hill  
.....  
(Print name of witness)

SIGNATORIES

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Signed for and on behalf of the Queensland  
Services, Industrial Union of Employees  
  
(PRINT NAME)

NEIL HENDERSON  
.....  
NEIL HENDERSON 18/2/22  
.....  
  
TITLE: SECRETARY

In the presence of

MICHELLE ROBERTSON  
.....  
MICHELLE ROBERTSON 18/2/22  
.....  
(Print name of witness)

SIGNATORIES

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Signed for and on behalf of The Australian  
Workers' Union of Employees, Queensland  
  
(PRINT NAME)

STEPHEN KENNETH BAKER  
.....  
Stephen Kenneth Baker  
.....

Title: Queensland Secretary  
Date: 09/02/2022

In the presence of

JEEHAN HABIB  
.....  
Jeehan Habib  
.....  
(Print name of witness)

13/333 Adelaide Street, Brisbane QLD 4000

## SIGNATORIES

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Signed for and on behalf of the Automotive,  
Metals, Engineering, Printing and Kindred  
Industries, Industrial Union of Employees,  
Queensland

(PRINT NAME)

ROHAN WEBB

.....  
Rohan Webb  
.....

TITLE: AMWU Secretary - QLD and NT

In the presence of

MINAMI ROSE

.....  
Minami Rose  
.....  
(Print name of witness)

Date: 11 February 2022

SIGNATORIES

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Signed for and on behalf of The Construction,  
Forestry, Mining and Energy, Industrial  
Union of Employees, Queensland

(PRINT NAME)

KANE LOWTH  
.....  
Kane Lowth  
.....

TITLE: Assistant State Secretary  
11.02.2022

In the presence of

EMMA EAVES  
.....  
Emma Eaves  
.....  
(Print name of witness)

SIGNATORIES

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Signed for and on behalf of the Plumbers and  
Gasfitters Employees' Union Queensland,  
Union of Employees

(PRINT NAME)

GARY O'HALLORAN  
.....  
GARY O'HALLORAN  
.....

TITLE: STATE SECRETARY  
DATE: 14.02.22

In the presence of

SHARI CHARRINGTON  
.....  
SHARI CHARRINGTON  
.....  
(Print name of witness)

SIGNATORIES

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Signed for and on behalf of the Transport  
Workers' Union of Australia, Union of  
Employees (Queensland Branch)

(PRINT NAME)

RICHARD OLSEN  
.....  
Richard Olsen  
.....  
  
TITLE: TWU Branch Secretary

In the presence of

HELENA DALTON-BRIDGES  
.....  
Helena Dalton-Bridges  
.....  
TWU Industrial Officer  
(Print name of witness)  
24<sup>th</sup> March 2022

SIGNATORIES

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Signed for and on behalf of The Association  
of Professional Engineers, Scientists and  
Managers Australia, Queensland Branch, Union  
of Employees

SEAN KELLY

.....  
SEAN KELLY 11/02/22

(PRINT NAME)

.....  
TITLE:

Annalese Jack 11.2.22

In the presence of

.....  
ANNALESE JACK

.....  
(Print name of witness)

SIGNATORIES

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Signed for and on behalf of the  
Queensland Nurses and Midwives Union  
of Employees

(PRINT NAME)

ELIZABETH RUTH MOHLE  
.....  
Elizabeth Ruth Mohle  
.....  
Secretary  
TITLE:

In the presence of

Merren Dickins  
.....  
Merren Dickins  
.....  
(Print name of witness)